



**Smart+ Subscription Service
TERMS AND CONDITIONS**

Homely Energy Ltd

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING TO THE SERVICES

In particular, please note:

- 1) that your Subscription will automatically renew for further 12 month terms, unless you cancel on time. Please see clause 7.5 for more details;**
- 2) we do not guarantee that the services will provide savings in energy use or bills (please see clause 9**

1 Subscription Services Terms

- 1.1 These Terms and Conditions (Terms), together with any and all other documents that we mention in them, tell you information about us and the terms and conditions on which we will provide you with a web-based subscription service, Smart+, to help manage your energy system and usage by granting access to heat pump heating and hot water scheduling that is improved for time-of-use energy tariff cost reduction purposes (Services).
- 1.2 The Services are provided through our website at <https://www.homelyenergy.com> (the Website), but information on the Services will also be available to you via the Homely App (App).
- 1.3 Please read these Terms carefully and make sure you understand them before ordering the Services from the Website. Please note that before placing an order you will be asked to agree to the Terms. If you refuse to accept the Terms, you will not be able to order any Services.
- 1.4 References to “you” in these Terms are to you, as a consumer, purchasing the Services in accordance with these Terms.

2 Where to find information about us and our products

- 2.1 You can find everything you need to know about us, Homely Energy Ltd (company number 11491139), and our products on the Website. We also confirm the key information to you in writing after you order by email. You should print a copy of these Terms or save them to your computer for future reference.

3 Other applicable terms

- 3.1 The use of our Website will be subject to Website Terms of Use, as made available on the Website. Please ensure that you have read them carefully and that you understand them.
- 3.2 The following terms and conditions will also apply to the Services:
 - (a) Our privacy policy (<https://www.homelyenergy.com/privacy/>), which sets out the terms on which we process any personal data we collect from you or that you provide to us; and
 - (b) Any End User Licence Agreement as made available on the Homely App, which sets out the terms on which the Homely App may be downloaded and used.

4 Information about us

- 4.1 We are Homely Energy Ltd, a private limited company incorporated and registered in England and Wales with company number 11491139 and having our registered office at Evergreen House, Clowes Street, Salford, England, M3 5NA. Our VAT number is 322 0698 22 (“we”, “us”, “our” as the context requires).

5 Contacting us

- 5.1 If you wish to contact us for any reason, or because you have a complaint, you can contact our Customer Support Team at any time by email at team@homelyenergy.com, by telephone at 0161 818 9005, by the Website’s chat plugin or by post to Evergreen House, Clowes Street, Salford, England, M3 5NA.
- 5.2 All the guidance and information required for you to use the Services are available to you on the Website at <https://help.homelyenergy.com/knowledge/frequently-asked-questions>
- 5.3 If we have to contact you at any time, or give you notice in writing, we will do so by email or pre-paid post to the address you give us in your order. By accepting these Terms, you are also consenting for us to contact you by these methods if we need to in relation to the Services.

6 Changing your mind

- 6.1 **You have a legal right to change your mind before accessing the Services.** You have 14 days after the date we confirm your order to change your mind about the Services.
- 6.2 If you change your mind contact our Customer Support Team by email at team@homelyenergy.com, by telephone at 0161 818 9005, using the “Contact Us” page on the Website at <https://www.homelyenergy.com/contact-us/> or fill out the Model Cancellation Form (attached as Appendix A to these Terms) and post it to us at Evergreen House, Clowes Street, Salford, M3 5NA. We will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

7 Accessing the Services and duration of Subscription

- 7.1 You must be 18 years or older to use the Services.
- 7.2 The Website will guide you through the steps you need to take to order the Services. In order to activate the Services, you will also need an account with us, which can be created by following the prompts on our Website.
- 7.3 We will contact you by email to confirm your order has gone through and that we have accepted it (**Confirmation Email**). If we are unable to supply you with the Services, for example due to a technical error or because of an error in the price on the Website, we will tell you about this by email as soon as possible and refund any sums you have already paid for the Services.
- 7.4 The Services will start on the date agreed in the Confirmation Email (**Service Start Date**) or as otherwise set out in an Order and continue for an initial 12 months. This is the Subscription Period.

7.5 **Autorenewal.** When the first Subscription Period ends, the Services will automatically continue for further Subscription Periods of 12 months each, unless you contact us at any time before the end of the Subscription Period you are in, to let us know that you don't want it to continue. If you have served us notice this will take effect at the end of your current Subscription Period, at which time your access to the Services will stop.

8 Charges and Payment Terms

8.1 The prices for the Services are set out on the Website at the time you place your order. The amounts you will pay for the Services you have ordered (**Charges**) will be set out clearly during the order process and then confirmed in the Confirmation Email.

8.2 We ask you to pay the Charges for each Subscription Period annually in advance by setting up a continuous payment authority (CPA) for a recurring payment to be taken by our third-party payment provider, Stripe, on your debit or credit card. As part of this process, which is accessible via the Website, we will ask you to confirm our permission (CPA) to take payments as and when they're due. The Charges for the first Subscription Period are due when you place your Order. We will remind you 14 days before your current Subscription Period is about to end and that you will be expected to pay the Charges for the next Subscription Period and when they will be due and how much. If any price increases will apply to the next Subscription Period, we will give you 30 days' written notice. If you don't want the Services to continue for another Subscription Period, you must tell us straight away. See clause 7.4 how to do this.

8.3 When making your Order you will be guided through the process of setting up a CPA. You agree to provide us with valid, up to date and complete details for taking payment and to provide complete contact and billing details and to give us permission to bill your credit or debit card for the Charges due for each Subscription Period until you give us notice to end the Services. We also accept payment from other forms of payment as specified on the Website from time to time, e.g. by Apple Pay.

8.4 The Charges will include VAT (where applicable) at the current rate chargeable in England and Wales from time to time.

9 We can change the Services and these Terms

9.1 **Changes we can always make.** We can always make changes to the Services from time to time to reflect changes in relevant laws and regulatory requirements, to implement minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the Services.

9.2 **Changes we can only make if we give you the option to terminate.** If we want to make changes that materially affect or change the Services being provided to you, we will give you 30 days notice in writing about them and you can then contact our Customer Support Team to end the contract before the change takes effect and receive a refund for any Services you've paid for in advance but not yet received. If you are happy with the changes you've told you about, they will start 30 days after the date of the notice.

9.3 **We can suspend the Services.** We do this to make the changes set out in clause 9.1 and clause 9.2, or to perform maintenance or improvements. We will let you know in advance to tell you we're suspending the Services, unless the problem is urgent or an emergency.

9.4 **We can withdraw the Services.** We can stop providing part of or all of the Services altogether but we will let you know at least 30 days in advance and we refund any sums you've paid in advance for the part of the Services that won't be provided.

10 Supply of the Services and no guarantee that the Services will work in a specific way

- 10.1 To make full use of the features provided by the Services, you will need to:
- 10.1.1 have purchased and installed our, or compatible third-party, smart thermostat (**Hardware**);
 - 10.1.2 obtain your energy through a third party energy supplier who supports tariff optimization and the Services, whether at the date of the Order or after a tariff swap; and
 - 10.1.3 notify us about your current energy tariff and, if you swap tariff, you will need to notify us of the new tariff as soon as possible after the swap.
- 10.2 We provide information the Website or by email from time to time of the brands and/or models of smart thermostat, and third-party energy providers, which are compatible to the Services. However, you alone are responsible for checking and confirming that they are indeed compatible. For the avoidance of doubt, we are not directly affiliated with third-party energy suppliers and any contract you may have with those third parties is in accordance with that third party's terms and conditions.
- 10.3 The Services need an active internet connection to enable control of the relevant heating system. The App (if you have it) will provide information about the strength of the internet signal where the Hardware is located. You alone are responsible for your internet connection. We do not provide internet services nor will we be responsible for any issues or incorrect functioning of the Services caused by lack of, low signal or any other issues related to the malfunction of such internet connection. For the avoidance of doubt, we are not directly affiliated with third-party internet suppliers and any contract you have with those third parties is governed solely by their terms and conditions.
- 10.4 We promise to provide the Service with reasonable care and skill and in accordance with applicable law. However, we do not guarantee that it will be uninterrupted or faultless. The Services may from time to time be partially or completely unavailable if we need to deal with technical problems or make minor technical changes, update the Services to reflect changes in the relevant laws and regulatory requirements or make changes to the Services (see clause 9). We will let you know in advance when the Website is expected to undergo scheduled maintenance which will make the Services unavailable for a period over three consecutive hours.
- 10.5 From time to time we may let you try, at no additional fees or charges, further services or features which are not detailed as part of the Services, for example as part of a trial or for promotional purposes. These will not, unless otherwise expressly stated in writing elsewhere, form part of the Services under these Terms and we may at our own discretion withdraw them at any time and with immediate effect, unless and until confirmed in an Order.
- 10.6 We do not warrant or guarantee that the Services will result in more beneficial heating/energy bills for you. Unless we have been negligent, we will not be liable for any changes in your energy supply bill regardless of whether those changes are directly or indirectly related to the Services.
- 10.7 No emergency notification system. You understand that the Service not a third-party monitored emergency notification system and that we do not monitor emergency notifications and will not dispatch emergency authorities to your home in the event of an emergency. In addition, our support contacts cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

11 Your responsibilities

- 11.1 You're responsible for making sure all the details in your order and any information you are asked to provide on purchase of the Services (for example direct debit details and billing information) is complete and correct.
- 11.2 You alone are responsible for choosing, setting and controlling the heating at the premises, when using the Services and Hardware. However, the Hardware is programmed to maintain the heating system between 12 and 25 degrees centigrade, and you accept these limits will apply to the Services.
- 11.3 Where applicable, you are responsible for obtaining and maintaining all necessary licenses, permissions and consents which may be required from time to time during the Subscription Period.
- 11.4 You are responsible for the way the Services are used. You must not do any of the following acts or allow anyone else to do the following acts in relation to the Services and/or Account:
 - 11.4.1 activities such as vulnerability scanning, load testing, penetration tests or bypassing our security measures in any intended way are strictly prohibited to be carried out on our platform without our previous written approval;
 - 11.4.2 break, or circumvent (or attempt to do so), the security of our network, equipment, content or software;
 - 11.4.3 copy, distribute, make available, attempt to disassemble, decompile, create derivative works of, reverse-engineer, modify, sub-license, or use for any other purposes any software or equipment;
 - 11.4.4 use any data mining, robots, scraping or similar data gathering methods;
 - 11.4.5 use the Services in a way that affects or risks degradation of services to other customers; puts our network at risk; is not in keeping with reasonable expectations of a customer; and/or breaks the law or infringes the rights of any other person;
 - 11.4.6 take any action that imposes an unreasonable load on the Services' infrastructure or system; and
 - 11.4.7 use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted on the Services.

12 Ending the contract

- 12.1 We can end our contract with you for the Services and claim any compensation due to us (including enforcement costs) if:
 - 12.1.1 you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
 - 12.1.2 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or anything else that we need to provide the Services, for example address details, energy provider and tariff, and heating system specifications; or
 - 12.1.3 you are in breach of any of your responsibilities set out in clause 11 and don't resolve the breach, if possible, when asked to do so.
- 12.2 You may end the contract with us at any time in accordance with clause 7.5 or clause 9.2.

- 12.3 You may also end the contract with us if we are in breach of any of our responsibilities under this agreement, we are unable to materially perform the Services as intended, or we are otherwise in breach of our obligations to you under these Terms or under applicable consumer laws. In this event, you may be entitled to a full or partial refund for Services paid for but not yet provided, and for compensation.

13 Our liability to you

- 13.1 **We don't compensate you for all losses caused by the Services.** We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

13.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

13.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section, we're not responsible for delays outside our control.

13.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

13.1.4 **A business loss.** This Service is provided for your personal use in your residential property only and not for the purposes of your trade, business, craft or profession. We are not liable for any loss you suffer in connection with your trade, business, craft or profession by using the Services other than for personal use.

13.1.5 **Energy Savings.** We disclaim all liability for final energy bills related to service usage. The subscription fee is nominal and does not entitle subscribers to recourse for energy bill fluctuations. Heat pump controls form only one part of overall costs, together with heat pump system installation, health, and maintenance, heating requirements, and other household energy consumption.

14 Resolving complaints with us

You have several options for resolving disputes with us.

- 14.1 **Handling complaints.** Our Customer Support Team will do their best to resolve any problems you have with us or the Service.

- 14.2 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to CEDR through their website at www.cedr.com. CEDR does not charge you for making a complaint and if you're not satisfied with the outcome you can still go to court.

- 14.3 **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

14.4 For more information on your statutory rights you may contact Citizens Advice by visiting www.citizensadvice.org.uk or calling 03454 04 05 06.

15 Other important terms apply

15.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll contact you to let you know if we plan to do this. You can only transfer your contract with us to someone else if we agree to this.

15.2 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

15.3 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

15.4 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

APPENDIX A

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

Homely Energy Ltd
Evergreen House
Clowes Street
Salford
M3 5NA

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),.....

Address of consumer(s),.....

.....
Signature of consumer(s) (only if this form is notified on paper),

.....
Date

[*] Delete as appropriate

TERMS AND CONDITIONS OF SALE AND SUPPLY OF GOODS

Evergreen Earth Ltd

2. **These terms**

2.1 What these terms cover. These are the terms and conditions on which we supply our goods and products to you, as available on our Website.

2.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

3. **Information about us and how to contact us**

3.1 Who we are. We are Evergreen Earth Limited supplying our Homely product range, a company registered established in England and Wales. Our company registration number is 07588438 and our registered office is at Evergreen House The Edge, Clowes Street, Manchester, England, M3 5NA.. Our registered VAT number is 186006315.

3.2 How to contact us. You can contact us by telephoning our customer service team at 0161 818 9005, by writing to us at homely@evergreenenergy.co.uk, when available, by chat via our website (www.homelyenergy.com) or within the Homely Energy App (available on mobile devices via Google Play or AppStore, according to your device's model and brand).

3.3 How we may contact you. If we have to contact you we will do so by telephone, or by writing to you at the email address or postal address you provided to us in your order.

3.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

4. **Our contract with you**

4.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

4.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

4.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4.4 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not deliver to addresses outside the UK.

5. Our products

5.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

5.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5.3 Products may require wifi. Most of our products require a constant wifi connection, therefore you will need to ensure the wifi connection is available and we accept no liability or responsibility for the performance of the products which arises due to intermittent or weak wifi signal. Please contact our customer services for details of our products which don't require wifi.

6. Providing the products

6.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

6.2 When we will provide the products. During the order process we will give you an estimate date of delivery. We will aim to deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

6.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

6.5 If you do not re-arrange delivery. after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.

6.6 Direct Home Delivery. Some of our products may be delivered directly to you by our third-party suppliers and manufacturers. **We take responsibility for their performance under the contract, however, please check the Returns address provided in our [Delivery, Return and Refund Policy](#) for details for where to send returns.**

6.7 When you become responsible for the goods. A product will be your responsibility from the time we deliver the product to the address you gave us.

6.8 When you own goods. You own a product once we have received payment in full. The risk in the goods shall pass to you on completion of delivery.

6.9 What will happen if you do not give required information to us. We may need certain information from you, for example, if you do not provide accurate delivery information. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it or by you not giving us access as required and mentioned above.

7. Your rights to end the contract

7.1 You can end your contract with us in some circumstances. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see clause 7.4.**
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2; or**
- (c) If you have just changed your mind about the product, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a)** we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (b)** there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c)** we have suspended supply of the products for technical reasons (or notified you we are going to suspend them for technical reasons) which means there will be a delay in delivery of 4 weeks or more from the originally estimated delivery date; or
- (d)** you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind. Within 14 days from the date of delivery, you have the right to change your mind about buying the products and you will receive a full refund of the amount paid for the products. Do note that if the installation process has been started at the time you notify us of changing your mind you may be responsible for any deduction in value caused by your use/installation.

7.4 Warranty for faulty product. In addition to any Statutory rights you may have, if the product we supply is faulty and the fault is not resulting from your use or installation, then we will repair or replace the product, at our discretion, on the following basis:

- (a)** if you have engaged a third party, who is registered with and approved by us, to install the product on your heating system we will repair or replace such faulty products for 2 years from the date of delivery; or

- (b) if you have engaged a third party to install the product on your heating system who is not approved by us, we will repair or replace such faulty products for 1 year from the date of delivery (provided such installer is suitably qualified and experienced).

7.5 If you install the product personally. Please note, that if you install the product yourself the additional warranty in clause 7.4 will not be available to you. In addition, if the fault in the product is found to be caused by your installation or use, then your statutory right to refund, repair or replacement are unlikely to be available and we reserve the right to charge you for these remedies.

7.6 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (b) products which at any time after delivery have suffered accidental damage, including but not limited to installation by you, use not in accordance with instructions or purpose, or having been exposed to liquids or chemical substances; or
- (c) any products which become mixed inseparably with other items after their delivery.

8. How to end the contract with us (including if you have changed your mind)

8.1 Tell us you want to end the contract. To end the contract with us, please notify us by contacting our customer service over phone, email or online chat, if available at the time. Please note you may be required to fill out a form or send us information in order for us to process the cancellation (please see Model Cancellation Form in Schedule 1). We will be deemed notified for the purposes of this clause 8.1 once you have completed such requirements. This means that you informing us that you want to cancel the agreement may not be enough, if we need further information to do so and this is not provided by you, including sending us a form via email if necessary.

8.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us, or the cancellation process will not be completed. You must either post them back to our manufacturer at the returns address below or as informed by our customer service team when you notify us of your intention to cancel the contract or, if this is available at the time, allow us to collect them from you. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

Returns address: Evergreen Earth Returns, Dantom Production Solutions, 18 Cameron Ct, Warrington WA2 8RE

8.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

We reserve the right to charge for collection of products should we have given this an option to you at cancellation. We will only charge for collection when you have been informed of such charges at the time of cancellation and you have agreed to paying for them.

When, as set out in this clause 8.3, we will cover the costs of return, we will send you a return label at the time of cancellation. You may be required to print out the return label and order details in order to process the return. We will not provide packaging for the return, so it is your responsibility to ensure that the goods are packed in good conditions to go in the mail and arrive to us.

8.4 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment.

8.5 Deductions to refund. If the value of the products returned by you is diminished by any amount as a result of the handling of those products by you beyond what is necessary to establish the nature, characteristics and functioning of the products, we may recover that amount from you up to the contract price. To determine the deduction amount we usually refer to the price we will be able to achieve when re-selling the product, by reference to equivalent products and trading history, so that we have a consistent and transparent method of accounting to you. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a shop will be "beyond what is necessary to establish the nature, characteristics and functioning of the products" for these purposes

8.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products have been delivered and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products as set out in this agreement;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

- 9.2 What happens when we end the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 10. Nothing in these terms will affect your legal rights.** The rights provided under this agreement are in addition to and not in replacement of your legal rights. Some of the rights within this agreement are the same as your statutory rights. When this is the case, they will not add to your statutory rights but instead coexist in relation to them.
- 11. Price and payment**
- 11.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on order pages which you will receive via email when you place your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.
- 11.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.4 When you must pay and how you must pay.** Payments will be made online as instructed on our website. We may use third party software (such as *Shopify* or an equivalent provider as chosen by us from time to time) for payment processing and in doing so the relevant third party's terms and conditions and privacy policy will apply. It is your responsibility to read through them. Should you proceed with payment, we will deem as you having accepted those terms in full.
- 11.5 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.
- 12. Our responsibility for loss or damage suffered by you**
- 12.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products, including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined

by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Rights Act 2015.

12.3 When we are liable for damage to your property. If we have entered or otherwise provided services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

12.4 We will not be liable for any damages related to the installation of the products, when installation was not directly performed by us, our employees, agents or subcontractors. For the avoidance of doubt, we will not be liable for any issues originating from the installation of the products performed by you or by a third party contracted by you to provide the installation, even if in any of these situations we have provided you with installation instructions or the installer is previously approved by us.

12.5 We are not liable for business losses. We only supply the products under these Terms for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. **Please contact our customer service team and ask about our business focused products and offers.**

12.6 We do not guarantee that the use of any products provided under this agreement will reduce or bring any beneficial changes to your heating system costs. For the avoidance of doubt, in no circumstances will we be liable for any change in costs associated with your electricity supply and/or heating system, including but not limited to energy supply bills.

13. How we may use your personal information

13.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy, as updated from time to time and available on our website. Please note that we do share personal data with our third-party suppliers and manufacturers when they deliver direct to you, but we ensure this is secure and responsibility in accordance with the Privacy Policy.

14. Other important terms

14.1 Assignment and subcontracting. We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.2 No third-party rights. This contract is between you and us. No other person shall have any rights to enforce any of its terms, unless otherwise agreed between you and us.

14.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this

contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.5 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English and Welsh laws and you can bring legal proceedings in respect of the products exclusively in the English and Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**THE SCHEDULE
MODEL CANCELLATION FORM**

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate