

**Smarter Utility Ltd Standard Terms and Conditions for All EV & Renewable Installations**

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

 (MCS).

**The Renewable Energy Consumer Code**

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

**The Microgeneration Certification Scheme**

MCS membership demonstrates compliance to industry standards that companies strive to meet. Membership highlights to consumers that companies are able to consistently install to the highest quality every time.

**Customer Contract:**

**1.** Smarter Utility Ltd shall carry out the works for the Customer’s in accordance with the Quotation which is accepted by the Customer subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions. The Customer acknowledges that we have no connection with any national or regional power supply company. Reference to Smarter Utility Ltd shall include all associated sub-contractors and companies.

**2.** The Quotation can be accepted by the Customer within 30 days from and including the date of the Quotation provided that the Customer allows the works to be commenced within 90 days from the date of the Quotation.

**3.** Smarter Utility Ltd shall be entitled to sub-contract any part of its rights or duties under the contract to an associate company or approved contractor.

**4.** The Customer has the right to cancel this contract within 14 days of the date on which the last item of goods is delivered to the consumers home (see below). In the event that the Customer cancels the contract outside the 14 day period, Smarter Utility Ltd shall be entitled to withhold the sums of costs and expenses up until the date of cancellation.

**Customer Works:**

**5.** The Customer shall ensure that an electricity supply is available to their property prior to and during the carrying out of the works.

**6.** Before Smarter Utility Ltd commences the works the Customer shall at the Customer’s expense obtain all consents, including building regulation and planning consents; consents from neighbours and mortgagees; consents from local and other authorities, which are necessary to enable Smarter Utility Ltd to carry out the works.

**7.** The Customer shall allow Smarter Utility Ltd to carry out the works during normal working hours (Monday-Friday, 8am-5pm & Saturday 8am-3pm). Smarter Utility Ltd may in its discretion agree to work outside these hours provided that the parties can agree an additional price to reflect the additional costs that Smarter Utility Ltd will incur as a result.

**8.** Unless otherwise agreed in writing, if asbestos or any other hazardous materials is discovered by Smarter Utility Ltd at the property whilst carrying out the works, Smarter Utility Ltd shall be entitled without liability to the Customer to suspend the carrying out of the works until the hazardous material is made safe or removed. The Customer shall at their own expense ensure that the hazardous material is removed safely, or made safe, by someone who has authority, licence, and expertise to carry out such works.

**9.** The specification of the works shall be that set out in the Quotation unless agreed by Smarter Utility Ltd in writing.

**10.** Unless otherwise stated the Quotation does not include:
(a) the rectification of defects in the existing electrical installation.

**11.** Wherever possible Smarter Utility Ltd will use existing routing for its wiring (“Flush Installation”). This may not be possible due to the condition of the property, in which case Smarter Utility Ltd reserves the right to conceal the wiring within plastic trunking or conduits which will not sit flush to existing decorations. Where flush installations are carried out, Smarter Utility Ltd undertakes to fill in holes for cables and cable runs, but does not undertake to carry out
“finish standard plastering” or to make good decorations to walls, floors or other parts of the property. Smarter Utility Ltd is not responsible for the refitting of any fixtures and fittings moved or removed during the works.

**12.** Smarter Utility Ltd is not liable to make any alterations to the earthing which is provided by the Customer’s electricity supplier. In the event that Smarter Utility Ltd believes that any works are necessary to the earthing, the Customer agrees to arrange for these works to be carried out at its own expense prior to Smarter Utility Ltd completing the works under this contract.

**Customer Price**

**13.** Smarter Utility Ltd may quote the Customer an additional price where:
(a) the Customer requests additional or different works to those set out in the
Quotation to be carried out;
(b) rectifying any damage to the works which has been caused by the Customer or any third party not engaged by Smarter Utility Ltd. Provided that in the event that the Customer does not accept the revised Quotation, Smarter Utility Ltd shall only be liable to carry out those works that were specified on the original Quotation.

**14**. The price of the works incorporates any / all applicable discounts.

**15.** The Customer is liable to pay VAT on the price of works at the prevailing rate.

**Customer Payment Terms:**

**16.** Smarter Utility Ltd shall be entitled to receive from the Customer the deposit on account of the price of the works and shall be entitled to set off such deposit against the price of the works due from the Customer.

**17.** The Customer shall pay to Smarter Utility Ltd the price of the works less any deposit previously paid by the Customer forthwith upon completion of the works unless otherwise agreed in this contract.

**18.** If the Customer fails to make any payment on the due date then Smarter Utility Ltd shall be entitled to charge the Customer interest which shall accrue from day to day, (both before and after any judgement) on the amount unpaid at the rate of 4% above the Bank of Scotland base rate from time to time until payment in full is made.

**Customer Guarantee:**

**19.** Smarter Utility Ltd guarantees the works (including goods and materials supplied by Smarter Utility Ltd and incorporated in the works) against defect from faulty manufacture and workmanship as follows:
(a) all installed renewable energy sources and associated battery storage, electric vehicle chargers, wiring and/or standard (non-electric) internal light switches and sockets are guaranteed for 5 years from the date on which they are handed over for the Customer’s use or otherwise noted.
(b) All work governed by part and undertaken is covered by an independent warranty via NICEIC approved contractors scheme.

**20.** The guarantees in this clause are strictly subject to the following conditions:
(a) the goods and materials supplied by Smarter Utility Ltd have not been overloaded, misused, damaged or tampered with other than by Smarter Utility Ltd in the course of testing or otherwise
(b) the goods and materials supplied by Smarter Utility Ltd have only been used for domestic or commercial purposes.

**21.** If a valid claim is made by the Customer under the guarantee that the works (or any part) are defective, Smarter Utility Ltd will at its sole discretion repair or replace the defective part or parts.

**22.** Any claim made by the Customer must be made promptly and must include sufficient information for Smarter Utility Ltd to fully investigate the claim and the Customer must afford Smarter Utility Ltd all rights to examine the allegedly defective part of the works.

**23.** Nothing in these conditions reduces the Customer’s statutory rights relating to faulty or misdescribed goods.

**Liability:**

**24.** If Smarter Utility Ltd has to move or remove fixtures and fittings at the property including carpets, floor coverings and bath panels to enable it to carry out the works and such fixtures and fittings are difficult to move or remove without causing damage to the property or the fixtures and fittings themselves Smarter Utility Ltd shall first notify the Customer of this fact. If the Customer, then instructs Smarter Utility Ltd to remove such fixtures and fittings Smarter Utility Ltd shall have no liability to the customer for any loss or damage caused by their removal provided that reasonable care is taken by Smarter Utility Ltd.

**25.** Smarter Utility Ltd shall not be liable to the Customer or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of Smarter Utility Ltd’s obligations in relation to the works if the delay or failure was due to any cause beyond Smarter Utility Ltd’s reasonable control ( including but not limited to any act of God, government act, fire explosion, tempest, accident, civil commotion or industrial dispute or the discovery of hazardous material (including asbestos) at the property.

**26.** In the event that a fault develops which is not due to a fault in the works but in the power supply or its metering the customer agrees to deal direct with his electricity supplier to have the fault rectified.

**General:**

**27.** If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions shall not be affected.

**28.** The headings in the conditions are for convenience only and shall not affect interpretation.

**29.** The contract shall be constructed in accordance with and governed by the laws of Scotland.

**Notice of Cancellation Rights:**

The Customer has the right to cancel this contract as numbered overleaf with Smarter Utility Ltd by sending or taking a written notice of cancellation to Mr David McInally, at Block 4 Unit 4 Fullwood Industrial Estate, Hamilton, ML3 9AZ or by emailing info@smarterutility.co.uk within 14 days following the quote sent and before work commences.

Should the customer cancel following installation of goods, the customer shall be liable for costs in relation to installation and costs for the removal of goods.

The customer may use the cancellation form provided if he/she wishes.

**What the agreement provides**

**Our promise to you**
We aim to provide a safe, high-quality service to repair and maintain the equipment included in this agreement. If you have any questions or complaints about your agreement, please contact us by emailing info@smarterutility.co.uk

**Summary of your agreement:**

What the agreement provides:
\* Labour and parts\* for repairs or installation (only on parts that we have installed)
\* No limit to the number of call-outs to carry out work included in your agreement.
\* Priority service (every day of the year).
\* Getting to your system and system demo (where shown).
\* Advice about your system from our engineers.
\* 10% loyalty discount on any required works that are not covered by this agreement.

**What is included:**

**1.** Home Electrical Care
This service is for maintaining and repairing electrical wiring and electrical fixtures fittings and installations inside your home, that we have installed.
It is for:
\* the fixed electrical wiring system (inside or outside your home and inside or outside outbuildings as long as it has been correctly installed); and
\* fuse boxes, light switches, wall sockets, light fittings and circuit breakers.

**This service includes:**

\* labour up to a maximum of 2 hours on-site and parts\* for repairs; if we cannot rectify the fault with the free period of 2 hours, we will advise you as soon as we may be aware and before you enter into any costs that may be incurred

**B.** What is not included:
Under Home Electrical Care
\* Repairing controls, pumps, detectors, timers, transformers and programmers.
\* Repairing or replacing the mains supply.
\* Repairing the power supply between your home and the outbuildings on your property.
\* Parts that Smarter Utility Ltd has not installed and or do not form part of any of the original paid for installation works
Please also see ‘General exclusions’.

**General exclusions:**

Smarter Utility Ltd agreement does not include the following:

1. Design or existing faults or any work that we have not completed.
2. The cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered into the agreement and which could not be identified on initial inspection using reasonable care and skill.
3. Third-party work or accidental damage
4. The cost of repairs relating to damage caused by you or someone else.

**Consequential loss**

Unless we are responsible for it, loss or damage to property caused by the system breaking down or a system failure (for example, damage caused by water leaks).
If we have to dig on your property, we will fill in any holes and leave the surface level but we will not necessarily replace the original surface or construction. Any redecoration that may be needed following our work is your responsibility unless we have been negligent.

**Normal insured risks:**

The cost of repairing faults or damage caused by freezing weather conditions subsidence, structural repairs, accident, fire, lightning, explosion, flood, or storm. The cost of repairing damage caused by changes to, or problems with, the gas, electricity, or water services. You should check your household insurance to make sure you have enough cover for these risks. \* Improvements including work that is needed to bring your system up to current standards. Examples of improvements include system upgrades, such as replacing parts which do not meet current standards and replacing working items with improved models. (These are examples only, not a complete list.)
\* Replacing or repairing decorative or other parts which do not affect how the system or appliance works.
\* Resetting controls (for example, thermostats and programmers following wintertime or summertime changes and power cuts).
\* Repairing faults if we have told you permanent repairs or improvements are needed to make sure your system works properly. We will only tell you this if, in our expert opinion, it is necessary.
\* Removing asbestos associated with repairing the appliance or system. When you have had any asbestos removed, you must provide us with a clean-air certificate before we will do any further work at your property. By law, the person who removes the asbestos must give you a clean-air certificate.
\* Cash alternatives for repair or maintenance.
\* Repairing any damage caused by our work or redecorating, unless we or our agents have been negligent or broken this agreement.

**About your agreement:**

**Domestic or Commercial use**

Smarter Utility Ltd agreements is only applicable for domestic or commercial use inside your home.

**Service coverage:**

Our business is originated in Scotland, however, we also service all of the UK.

**Period of agreement:**

Your agreement runs for the term stated on your paperwork or until you tell us that you would like to cancel, or if we cancel the agreement (see ‘Cancellation’). You may cancel the agreement at any time. We will write to you to tell you about any changes to the terms and conditions or prices.
We may also cancel the agreement at any time, as long as we give you reasonable notice of this.

**Start date:**

Your agreement begins when we sign off your installation works and or we have finished your installation and the works undertaken have been paid for.

**Cancellation:**

We will cancel your agreement if:
\* we have given false information;
\* we find something wrong at the safety inspection;
\* we are not reasonably able to find parts to keep your system or appliance working safely; or
\* circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.

\* We find that a 3rd party has undertaken works.

**Spare parts:**

If we do not carry the spare parts your repair needs on the day, we use a central stock of parts, which means we can get hold of most items the following working day. Otherwise, we will do all we reasonably can to find parts from our suppliers. We may use approved alternative parts or parts that have been reconditioned by the original manufacturer.

**Labour:**

One of our engineers will usually carry out the work. In some cases, we may authorise a suitably qualified contractor to carry out the work.

**Gaining access to your property:**

It is your responsibility to let us into your property. If we cannot gain access to your property to carry out the necessary work, we will tell you and arrange another appointment. If, after several attempts, we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case.

**Third-party rights:**

Nobody other than you will be able to benefit from this agreement, which cannot be passed to someone else without our agreement. If we agree to transfer this agreement to someone else the property concerned will be first subject to a full periodic inspection at the company’s published cost at the time of the application being received. The inspection will be carried out by one of our qualified electricians after new occupancy of the property. The company will then decide as to the benefits applicable.

**Our responsibilities:**

We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances outside our reasonable control.

**Customer information:**

Useful phone numbers
If you have a breakdown email info@smarterutility.co.uk. For all other questions, or if you are, you should contact us on 01698294444.

**Guarantees**

Any guarantees do not affect your legal rights under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a citizen’s advice bureau or trading standards department.