

TERMS AND CONDITIONS

1- Synergy Eco Ltd company number 13557386 registered address Unit B, 100 Cecil Street, Watford, WD24 5AP.

These Terms are to be read in conjunction with our Standard terms & Conditions below which together form the entirety of the agreement.

When the following words with capital letters are used in these Terms, this is what they will mean

“Agreed Purposes”	the administration and performance of the parties’ obligations to each other, to BEIS, Ofgem and to Customers (as applicable), in relation to the Schemes;
“Agreement”	the agreement created between the Installer and the Scheme Administrator on the basis of the Installer’s acceptance of these Installer Terms and Conditions;
“BEIS”	the Secretary of State for Business, Energy and Industrial Strategy;
“BUS”	The Boiler Upgrade Scheme (BUS) administered by Ofgem
Consumer Contracts Regulations:	Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Customer”	the owner of a domestic property located in England who has applied or (as the context requires) wishes to apply for a measure under the Scheme;
“Customer Contribution”	out of the total price (including all Eligible Costs) payable by a Customer to the Installer for a particular Eligible Measure covered by a relevant scheme funding, the amount that will not be covered by the relevant scheme funding and will accordingly be payable by the Customer themselves;
“Customer Eligibility Requirements”	the requirements which a Customer must meet in order to be eligible to apply for and receive either Government funding or a relevant scheme funding such as the Energy Company obligation (ECO 4)
ECO 4	Energy Company Obligation scheme administered by Ofgem.
“ECO”	funding by an energy supplier pursuant to the Electricity and Gas (Energy Company Obligation) Order 2018 (S.I. 2018/1183), as amended;
“Eligible Cost” means:	i) the cost of the Eligible Measure; (ii) the cost of installation work for the Eligible Measure, and; (iii) the cost of any associated work being carried out by the Installer that is required to ensure that the installation is compliant with the Relevant PAS/MCS Standard;

“Eligible Measure”	means an energy efficiency improvement or low carbon heating system of the kind,. As regards any particular Customer’s property, references to any Eligible Measure means the particular Eligible Measure(s) in respect of which the Customer has applied or wishes to apply for funding or a Voucher or (as the context requires) in respect of which the Customer has been issued with funding or a Voucher;
Goods:	the goods (or any part of them) set out in the Order;
“Government Funding”	means any other Local or Central Government funding that may be applicable in respect of the installation of any of the Eligible Measures at the Customer’s property
“Grant”	means a grant payment under the Scheme, being (as regards the installation of any particular Eligible Measure(s) at a particular Customer’s property) the grant offered by the Scheme Administrator to the relevant Customer by way of the issue of a grant or voucher to that Customer;
“MCS”	means the Microgeneration Certification Scheme;
Order:	your Order for the Goods and/or Services as set out in the quotation;
“Primary Measure”	means those types of Eligible Measure which are described in any Government funding or Scheme as being a “Primary Measure”;
Services:	the services, supplied by Us to you, which are set out in the quotation and including any variations, additions or remedials agreed in accordance with these terms and conditions;
“Relevant PAS/MCS Standard”	means, for any particular Eligible Measure, the relevant standard(s) specified by TrustMark from time to time under its Trustmark Scheme Providers’ document;
“Scheme”	means the relevant funding scheme established by BEIS or Ofgem to support the installation of Eligible Measures in residential properties in England;
“Secondary Measure”	means those types of Eligible Measure which are described in any Government funding or Scheme as being a “Secondary Measure”;
“TrustMark”	means the quality endorsement scheme of this name operated under licence from BEIS by TrustMark (2005) Limited;
“TrustMark Approved Scheme”	means a particular scheme, operated by a TrustMark “Scheme Provider”, under which businesses are able to obtain certification services and become a “Registered Business” for TrustMark purposes;

“UK Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended or replaced from time to time;
“Voucher”	means the document issued to a Customer by the Scheme Administrator by way of the offer of a particular amount of Grant in respect of an Eligible Measure to be installed at the Customer’s property;
“Voucher Expiry Date”	means the date specified on the Voucher as its date of expiry
We/Our/Us:	Synergy Eco Ltd incorporated and registered in England and Wales with company number 13557386 whose registered office is at Unit B, 100 Cecil Street, Watford, WD24 5AP.

Terms and Conditions

OUR CONTRACT WITH YOU

2. You warrant and represent that you are the sole owner or occupier of the property (save for any other person you have disclosed to Us as also being a co-owner or co-occupant) and that you have the full right, power and authority to execute, deliver and perform this agreement, as well as to authorise the provision of the Services. We shall require, in our absolute discretion, all owners and/or occupants of the property to enter into this contract with Us and to be bound by the obligations contained herein, such that their liability for any sums due to Us under this contract will be joint and several.
3. These Terms will become binding on you and Us when We issue you with a signed Contract, at which point a contract will come into existence between you and Us.
4. These Terms apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
5. Any quotation given by Us to you shall not constitute an offer.
6. All of these Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.
7. These Terms constitute the entire agreement between you and Us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Terms.

CHARGES AND PAYMENT

8. The price for the Goods and Services shall be the price set out in the Contract.
9. Unless stated otherwise, all amounts payable by you under this contract are exclusive of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the contract by Us to you, you shall, on receipt of a valid VAT invoice, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
10. A deposit, as set out in the Contract, is payable by you immediately upon entering into this contract, save as otherwise provided by law or this contract or by a Government grant or Government authorised funding scheme
11. We shall invoice you in respect of the full balance due in respect of the Goods and Services (i.e. the balance taking into account any deposit paid) on or at any time after completion of the Services
12. You shall:
 - a. within 7 days of the successful completion of the installation sign the relevant paperwork associated with any Grant or Funding scheme
 - b. In the absence of a Grant or Funding scheme, pay our invoice within 7 days of the date of invoice; in full and cleared funds to a bank account nominated in writing by Us and time for payment shall be of the essence of the contract.
13. The price and the details of the Goods and Services set out in the Quotation have been determined by an initial survey only. Before the Contract is entered into, we will arrange for a 'final survey' to take place, in which one of Our authorised employees will visit the premises in question and make a thorough assessment of the Goods and Services to be provided. It is important that the customer is present whilst this final survey is carried out.
14. The contract price and details of the Goods and Services set out therein have been determined based on the condition and state of the property at the time of the latest survey. Should any changes be made to the property after the time of the latest survey (including, without limitation, new windows being installed, hanging baskets fitted, boiler(s) or flues thereto being installed), then you must inform Us immediately if there is any possibility that it will affect in any way the provision of the Services or Goods required to be provided in connection therewith. We reserve the right to vary the contract price and/or Goods and Services to be provided in those circumstances or if any unforeseen issues arise during the course of providing the Services to reflect any further work required or increased costs occasioned.
15. The Goods, Services and price set out in the Contract are agreed on the basis of Our not encountering any structural difficulties during the course of providing the Services. Structural difficulties shall include, but not be limited to the discovery of gas, water, sewerage or electricity mains or inherent subsidence or existing defects in the premises such as and not limited to the existence of rot, woodworm or wasps nests. We cannot be held liable for any delay occasioned by such unforeseen structural difficulties coming to light during the work and shall not be obliged to correct and/or overcome the structural difficulties within the contract price. A separate quotation will be provided for those works.

16. You shall pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to Us by you against any amount payable by Us to you. This remains the case irrespective of whether you are intending to fund any amounts due under this contract by way of a grant or any other third-party funding. There is no guarantee that an application under a scheme will be successful or that any anticipated third-party funds will be secured by you. Payment in full by you under this contract is not contingent on your securing any third-party funding
17. You must notify Us of any grant or funding scheme you intend to apply under prior to the commencement of the Services together with the terms and conditions of installation applicable to the same. If notified to Us, we shall use reasonable endeavours to complete the Services in accordance with the terms and conditions of the scheme. Save for this, it is for you to satisfy any applicable eligibility criteria and the risk of your being unable to do so or of any fund becoming exhausted rests solely with you.
18. We shall complete, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of securing the release of funds from a scheme notified to Us. In the meantime, without prejudice to any other right or remedy available, we shall be entitled to a general lien on all property within Our possession and belonging to you exercisable in respect of all sums lawfully due from you under this contract.

INSTALLATION WORKS FOR INSULATION

- 19 Under no circumstances will the Company start work on the installation until the cooling off period has lapsed under your statutory rights of Cancellation
- 20 Access will be given to US at all reasonable times so that the company may complete all necessary work. 8am – 5pm daily, works may not be in one continuous site visit.
- 21 Any areas of damage that exist prior to work commencing will be photographed and detailed to ensure the company's exemption from liability for such damage.
- 22 We require all personal items to be moved away from both the internal and external of the treated walls (to a minimum of two meters, but further if practicable in respect of external items and a safe distance in respect of internal items bearing in mind the works involve drilling, which will cause some vibration and dust). We shall not be liable for damage or loss caused to items as a result of your not moving or adequately protecting them.
 - a. If you know or suspect that asbestos may be present at the property you MUST tell us;
 - b. Should asbestos be identified at the property after the contract price has been agreed, then works shall halt immediately and a registered asbestos removal contractor will be required to attend the site to test and remove the asbestos in a safe and controlled manner. The costs of this will be in addition to the contract price

- d. Our quotation allows for the removal works for any fence lines or gates that may interfere with the installation of external wall insulation. Should the fence or gate be found to be beyond repair once removed then We reserve the right to request that a new fence or gate be supplied (by Us or you) at your expense. We hold no responsibility for damage caused in removing any item, unless caused by Our negligence;
 - e. If any fixtures or fittings that need to be moved to perform the Services have not been moved by you, then there will be an additional charge for Us to move the same unless already priced in to the quotation
 - f. We are unable to take responsibility for rainwater goods, pipe work, fixtures and fittings that due to their poor condition are rendered unusable once removed to facilitate the installation. Should this be the case, there may be the need incur the cost of installing replacement items for which a separate quotation will be provided.
 - g. Where there is shared or limited access to the property, we may need to enter neighbouring properties to erect scaffolding or otherwise provide the Services. The responsibility for gaining permission rests with you prior to works commencing.
 - h. You are responsible for making a storage area available to Us throughout the duration of the provision of the Services.
 - i. The contract price does not include any costs associated with sheathing overhead supply cables to make them safe for our works. Please contact your District Network Operator (DNO) to arrange for this to be done should you decide to proceed with the works. Please note the DNO takes approximately 12 weeks before the shrouding is carried out so it is of utmost importance this is applied for straight away.
- 23 We shall not be liable for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us except as so required by any government funded scheme
- b. unless otherwise agreed by Us in writing in advance of the provision of the Services commencing, any decorative features to the external of the building will not be preserved/maintained in the process.
 - c. variations in the quality, size, texture, shape, finish and appearance of Goods can arise in the manufacturing process. We shall not be liable for minor variations, blemishes or imperfections inherent in the manufacturing process. In the event of a dispute the Goods and/or Services shall be judged in accordance with the manufacturer's specifications and generally accepted tolerances in the industry;
 - d. We are not able to give you advice in respect of legal matters such as (without limitation) the need for planning permission, the effect of planning conditions or other regulatory requirements, which might affect your premises or the proposed works. Please note that We do not have detailed knowledge of local by-laws which may apply to or affect the carrying out of the Services. It is entirely your responsibility to check before entering into this contract: whether any approvals, licenses, plan submissions, freeholder's, head lessee's or mortgagees' consents may be required; or whether there

are restrictive covenants which may affect the premises and/or works; or whether consents may be required with respect to curtilage or boundaries of the property; or permissions in relation to the Town and Country Planning Act 1990 and in particular historic or listed properties covered by the Listed Buildings and Conservation Areas Act 1990 or the Ancient Monuments and Archaeological Areas Act 1979 have been obtained. We cannot be responsible for any delay, disruption, claim, expense or other consequence caused by your failure to obtain appropriate planning permission or other such approvals, licenses and consents or by breach of a restrictive covenant or lease obligation.

24. It is assumed that you have investigated the need or otherwise for planning permission and are fully satisfied that we can legally commence these works. No liability or responsibility will be accepted by Synergy Eco Ltd should any required planning permission not be granted.
25. It is recommended that you inform your property insurers about the proposed installation to check if it will increase your buildings insurance premium.
26. We shall use all reasonable endeavours to meet any performance dates for the Services agreed between us, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. You should be aware that the time required may be subject to delays caused by bad weather, staff illness or injury, by difficulties in obtaining products from third parties, by structural difficulties or by difficulties caused by any existing defects in the premises or any additional work required as a result of the final survey or revealed during the performance of the Services.
27. We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause.
28. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify you in any such event.

IF THERE IS A PROBLEM WITH THE GOODS OR SERVICES

29. As a consumer, you have legal rights in relation to Goods that are faulty or not as described, as well as Services not carried out with reasonable care and skill. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
30. In the unlikely event that there is any defect with the Goods or Services:
 - a. please contact Us and tell Us as soon as reasonably possible;
 - b. please give Us a reasonable opportunity to repair or fix any defect; and

- c. We will use every effort to repair or fix the defect as soon as reasonably practicable. You will not have to pay for Us to repair or fix a defect with the Goods or Services under this clause.
- d. You may make a complaint by letter sent by post to the address in section 1.

A complaint, when received, will be reviewed and acknowledged within five (5) working days. We will send you our full complaints handling statement and will keep you updated throughout the process. We aim to resolve your complaint within twenty-eight (28) days of receipt. Any action relating to resolution of your complaint will be carried out as soon as practical, depending on the nature and severity of any issue(s) raised.

31. Nothing in this contract shall seek to exclude or limit in any way Our liability for:

- a. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- b. fraud or fraudulent misrepresentation;
- c. breach of the terms implied by section 17 of the Consumer Rights Acts 2015 (trader to have rights to supply goods);
- d. breach of the terms implied by sections 9, 11, and 13 of the Consumer Rights Acts 2015 (implied terms about quality or fitness, goods to be as described, goods to match a sample); or
- e. defective products under the Consumer Protection Act 1987.

TITLE

32. Title to the Goods shall not pass to you until We have received payment in full (in cash or cleared funds) for such Goods and any other goods that We have supplied to you.

TERMINATION

33. Without limiting its other rights or remedies, each party may terminate the contract with immediate effect by giving written notice to the other party if:
- a. the other party commits a material breach of its obligations under this contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
 - b. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;

- c. the other party enters into a formal insolvency procedure or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - d. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
34. Without limiting Our other rights or remedies, We may terminate the contract with immediate effect by giving written notice to you if:
- a. you fail to pay any amount due under this contract on the due date for payment; or
 - b. a closer examination of the property than was undertaken at the latest survey reveals its structure to be unsuitable for insulation/render or that the working practices required in connection with the provision of the Services would be unsafe or involve a breach of Health & Safety legislation.
35. Without limiting Our other rights or remedies, We may suspend the supply of Services or all further deliveries of Goods under the contract or any other contract between you and Us if you fail to pay any amount due under this contract on the due date for payment, you become subject to any of the events listed in clause 80(a) to (d), or We reasonably believe that you are about to become subject to any of them.
36. Without prejudice to your right of cancellation of this contract and your rights under any Government Grant or Scheme, if you terminate the contract for any other reason and without prejudice to Our other rights or remedies:
- a. any deposit paid by you is non-refundable
 - b. you shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has yet been submitted, We shall submit an invoice (which in respect of Services shall be an amount which is in proportion to what has been performed up to the date of termination, in comparison with the full coverage of the contract), which shall be payable by you immediately on receipt; and
 - c. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.

CANCELLATION

37. You have the right to cancel this contract within 14 days of the commencement of the Contract without giving any reason in accordance with and only to the extent provided by the Consumer Contracts Regulations.

38. The cancellation period will expire after 14 days from the day of the commencement of the contract (in the case of a service contract) except as provided for by the terms of any Government Grant or funding Scheme if applicable
39. To exercise the right to cancel, you must inform Us of your decision to cancel this contract by a clear statement by letter sent to the our address in 1 above.
40. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
41. If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery.
42. We will make the reimbursement without undue delay, and not later than –
 - a. 7 days after the day we receive back from you any Goods supplied, or
 - b. (if earlier) 7 days after the day you provide evidence that you have returned the Goods, or
 - c. if there were no goods supplied, 7 days after the day on which we are informed about your decision to cancel this contract.
43. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.
44. You shall send back the Goods or hand them over to Us without undue delay and in any event not later than 7 days from the day on which you communicate your cancellation from this contract to Us. The deadline is met if you send back the Goods before the period of 7 days has expired.
45. You are only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.
46. Except as provided for in the terms of any Government Grant or funding Scheme If you expressly requested us to begin the performance of Services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to Us your cancellation from this contract, in comparison with the full coverage of the contract.

EVENTS OUTSIDE OUR CONTROL

47. For the purposes of these Terms, Event Outside Our Control means an event beyond Our reasonable control including but not limited to unforeseen structural difficulties or defects in the premises, strikes, lock-outs or other industrial disputes (whether involving Our workforce or of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, default of suppliers or subcontractors, fire, flood, storm, inclement or bad weather.

48. We shall not be liable to you as a result of any delay or failure to perform Our obligations under this contract as a result of an Event Outside Our Control.
49. If the Event Outside Our Control prevents Us from providing any of the Services and/or Goods for more than three weeks, we shall, without limiting Our other rights or remedies, have the right to terminate this contract immediately by giving written notice to you and:
- a. Except as provided for under a relevant Government Grant or funding Scheme you shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has yet been submitted, We shall submit an invoice (which in respect of Services shall be an amount which is in proportion to what has been performed up to the date of termination, in comparison with the full coverage of the contract), which shall be payable by you immediately on receipt; and
 - b. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.

IMPORTANT NOTICES & OBLIGATIONS

50. It is your responsibility to notify your household, buildings or contents insurers, should such be required, of any changes to the property brought about by the provision of the Services and in so far as the same is insurable to ensure appropriate insurance cover is affected. You are strongly recommended to check the insurance policy, schedule and terms and conditions to see if such notification is required and if there is any doubt you should notify the insurers in writing of the proposed Services before such work commences.
51. Under no circumstances shall you climb or otherwise interfere with the scaffolding, or permit others to do so especially children. It is absolutely prohibited for anyone other than Our staff members or those engaged by Us to provide the Services to make use of the scaffolding and you will notify any visitors to the property accordingly on the grounds of health and safety.
52. Although We make every reasonable effort to keep materials out of the reach of others, materials that can be hazardous to health are used in connection with the provision of the Services and you should take precautions to ensure that you and your household members including children and vulnerable people and your guests do not come into contact with the same. You are absolutely prohibited from interfering with any materials or equipment used by Us in connection with the provision of the Services.

DATA PROTECTION

53. Using personal information: Synergy Eco Ltd is committed to protecting and respecting your privacy. This section sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us or our agents. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

- a. We will contact you by email, phone, text message or other forms of electronic communications.
 - b. If we are contacting you to tell you about any offers, we will, as far as possible, do this in line with how you have told us you would prefer to receive marketing information.
 - c. We use information held about you in the following ways;
 - i. to carry out our obligations arising from any agreements entered into between you and us, this may include sharing relevant information with: The Government Grant Scheme Administrator or the BEIS, the Department for Work and Pensions (DWP); HM Revenue & Customs (HMRC); The Office of Gas and Electricity Markets (Ofgem); The Health & Safety Executive (HSE); companies supporting the installation such as building specialists, software providers, guarantee companies, technical monitoring agents, our accreditation bodies; local authorities or their intermediaries/contractors; and charities, social housing providers, building control inspectors, the property owner or managing agent (where applicable), and the energy company promoting the measure.
 - ii. to provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes;
 - iii. to notify you about changes to our service.
 - d. We may also use your data, or permit selected third parties to use your data,
 - i. to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post or telephone;
 - ii. in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; or
 - iii. if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or
 - iv. to protect the rights, property, or safety of Synergy Eco, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
 - e. You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us on enquiries@synergy-eco.co.uk
54. Assignment and other dealings: Except as provided for in any Government Grant or funding Scheme We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights under the contract and may subcontract or delegate in any manner any or all of Our obligations under the contract to any third party. You shall not, without Our prior written consent, assign, transfer, charge,

subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the contract.

55. Severance: If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.
56. Waiver: If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
57. Variation: Except as set out in these Terms, no variation of the contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Us. Any variations agreed by Us may result in extra charges being made to you.
58. Third Parties: This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
59. Governing Law & Jurisdiction: This contract shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

“ECO 4 Scheme” & The “BUS” Scheme

The Scheme is an ECO 4 Funding scheme and BUS which supports the installation, in domestic properties located in England, of certain “Eligible Measures”,

60. We are bound to inform you that we will respond promptly with reasonable requests from the Scheme Administrator and/or BEIS to provide any Relevant Records which are requested to assist with the identification and prevention of any fraudulent practices arising in connection with the Scheme and/or to provide any other information which the Scheme Administrator or BEIS may reasonably request in connection with the administration of the Scheme.
61. The ECO 4 Scheme is a scheme funded by the Energy Companies under obligation from the Government and administered by Ofgem and any Grant that you are awarded will be distinct from other financial incentives that we as the Installer may offer.
62. At all times we will comply with the law in relation to our activities under and/or in connection With the Scheme. We will act honestly and fairly and do nothing to bring the Scheme into disrepute. Without limiting the generality of the previous sentence, We shall ensure that any information provided to You the Customer in relation to the Scheme is clear and appropriate and ensure that all requirements of law relating to an

Eligible Measure and its installation and/or Our relationship with You the Customer are complied with;

- 63 No statement by Us is made to imply that We are recommended or endorsed by Government or the Scheme Administrator except in so far as the TRUSTMARK registration of Our Company
- 64 We will continue to meet and comply with all Installer Eligibility Requirements applicable to the particular type(s) of Eligible Measure for which we have been Registered for the purposes of the Scheme, including by continuing to be registered by Trustmark in respect of each such type of Eligible Measure and to hold any necessary certifications (as specified in the Installer Eligibility Requirements) applicable to each such type of Eligible Measure;
- 65 We will comply with all rules and other requirements applicable to Our membership of the Trustmark Approved Scheme(s) of which, as a matter of the Installer Eligibility Requirements, We are required to be a member;
- 66 We fully comply with and ensure that Our officers, employees, agents and subcontractors comply, with UK Government best practice “Working safely during coronavirus (COVID-19)” when working at or in any Customer’s property.
- 67 Any quotation provided by Us for the purpose of the scheme has been based on us being able to install your system as described Without interruption. Should there be circumstances beyond our control which cause an interruption to the installation process we will discuss with you the implications of such a delay
- 68 Should you decide to make any changes to the agreed installation within your cancellation period, we will produce another full quotation which takes into account these changes. You will be given a further cancellation period to consider this quotation.
- 69 Should you wish to make any changes to the agreed installation after your cancellation period has expired, we will prepare a new quotation for you, but we reserve the right to charge for any reasonable costs we have incurred in working towards the original installation details.
- 70 If, during the installation process, we come across any situation that we could not reasonably be expected to foresee, for example, remedial electrical or building work, we will discuss with you the implications and costs involved in rectifying the problem
- 71 Should you request any changes after the installation process has begun that involve additional cost, we will provide you with a separate quotation based on the daily or hourly rate of our installers
- 72 All measure(s) installed under the contract will be Eligible Measure(s) which meet and are installed in accordance with all applicable eligibility requirements of the ECO 4 or BUS scheme.
- 73 All Installations will be strictly conditional on you qualifying for funding under the relevant funding scheme which covers the Eligible Measure and identifies Us as the Registered Installer who will be carrying out the installation.

- 74 if at any time prior to completion of the installation of the Eligible Measure We the Installer cease to be Registered, then You the Customer will have a right to cancel the contract on a no liability basis. where any installation work has already started, and if you so require, We will reinstate the property to the condition it was in prior to the start of the work at no cost to You and provide for the return of any deposit or part payment made by You in respect of the Eligible Measures
- 75 In some circumstances where the cost of the measure is above the funding available for that measure then you will have to make a contribution towards the installation of that measure. In line with our normal rules of business A Deposit on the contribution will have to be paid before the commencement of the installation.
- 76 Those Customers under the low-income scheme will not be required to pay any deposit at all except where the total cost of all the Eligible Measures being installed at the Customer's property under the Scheme exceeds the funding available.
- 77 if payment of the Grant or funding is withheld or clawed-back, in each case for any reason other than due to a Customer default (as defined in the following sentence of this sub-paragraph), the, cancellation, withholding or clawback is to be borne by Us alone and You the Customer will not be required to make any additional payment to Us in respect of the resulting shortfall in what We will have been paid for the installation. For these purposes, a customer default means any of the following:
- (i) a breach of the Customer Terms and Conditions by the Customer
 - (ii) any fraud by the Customer or collusion with the Installer or other party to the scheme
 - (iii) the Customer or its property ceasing to be eligible for the Grant or funding under the Customer Terms and Conditions as a result of a change in circumstances;
- 78 You must notify us immediately of any change in your, the Customer's circumstances that may cause a grant or funding to be cancelled or cease to be valid, or You the Customer cease to be entitled to redeem it. In default You will become liable to Us for the full cost of the measure Installed
- 79 You must inform Us as soon as possible if, at any time, You become aware of any matter that might result in You no longer being eligible for a Grant or funding. We will also inform you if We become aware of any matter that might result in you no longer being eligible.
- 80 Where the Eligible Measure being installed is a type of energy efficiency improvement measure (being any of the "Insulation Primary Measures" or "Secondary Measures "as defined by any Government Grant or Funding Scheme), we will ensure the relevant measure is one which meets, and is installed in accordance with, all applicable eligibility requirements of the Scheme including the requirement for the installation to comply with the Relevant PAS/MCS Standard.
- 81 Details of the installation once completed will be lodged on the TrustMark data warehouse
- 82 Where the Eligible Measure being installed is a type of low carbon heating system (being any of the "Low

Carbon Heating Primary Measures” described in the ECO4 or BUS scheme, We will ensure that the relevant measure is one which meets, and is installed in accordance with, all applicable eligibility requirements of the Installer Terms and Conditions of the Scheme, including the requirement for the installation to comprise MCS certified products that are listed in the MCS Product Directory and for the installation to be carried out in compliance with the Relevant PAS/MCS Standard for the relevant type of measure. The installation will be registered by Us on the MCS “MID” database and an MCS certificate will generated as part of the commissioning of the installation. Details of the installation once completed will also be lodged on the Trustmark data warehouse

- 83 Within 7 days following completion of the installation of each Eligible Measure covered by a grant or Scheme We will issue an invoice to You in respect of the installation of the Eligible Measure with an appropriate claim of conformity and any relevant handover pack, as required in accordance with the Relevant PAS/MCS Standard.
- 84 where the Eligible Measure is a low carbon heating system, we will issue You with the relevant MCS certificate, together with any relevant manufacturer’s instructions for operating and maintaining that system;
- 85 where the Eligible Measure is a biomass fueled low carbon heating system, we will provide You with information about the “Biomass Suppliers List
- 86 In accordance with the rules specified by Trustmark in Requirements for Trustmark Scheme Providers” document and/or any rules of the relevant TrustMark Approved Scheme, We will provide You with a copy of the guarantee which We the Installer are required to provide under those rules
- 87 Any person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision in this Agreement

SYNERGY ECO LTD