Our Terms and Conditions

These terms and conditions extend to the provision of installation and other services as well as the supply of Goods and apply to Services executed away from our premises whether on the Client's own Premises or elsewhere. Accordingly, references to "**Goods**" should be understood, where applicable, to include the provision of Services and these Conditions should be read and construed accordingly. "**Contract**" means the contract for the sale and purchase of Goods and Services (to which these Conditions apply). Unless otherwise agreed in writing, the installation, repair and service shall be subject to the following terms and conditions ("**Terms and Conditions**"), as amended from time to time.

1. Interpretation

1.1. Definitions

"**Appointment**" means the time and date agreed between the parties for any visits we undertake to Client Premises to supply Goods and provide Services under the Contract.

"**Advanced Payment**" means the sum due from the Client prior to the Installation Appointment, which shall be used exclusively for the Client's project;

"**Client's Equipment**" means the equipment or material belonging to you, or for which you request us to provide Services.

"**Conditions**" means these terms and conditions set out from clause 1 (*Interpretation*) to clause 12 (*General*) inclusive.

"**Contract**" means the written agreement between you and us in respect of the required Goods (if any) and the Services;

"**DNO**" means the relevant distribution network operator supplying electricity to the Premises where the Services shall be carried out.

"**First Fix**" means the positioning and securing of accessory boxes, preparation and positioning of cables.

"**Goods**" means the electrical goods supplied to the Client under the Contract.

"**Order**" means the returned signed contract from the Client, based on the quotation.

"**Premises**" means the property, premises or site where the Services shall be carried out.

"**Second Fix**" means the termination of conductors to accessories and protective devices. Certification and commissioning.

"**Services**" means all and any engineering and associated services relating to the Goods or the Client's Equipment provided under the Contract, whether set out in the proposal specified in our quotation or other agreed documents or discussions between us or otherwise.

"**Warranty Period**" means the twelve-month period from the date that the Services were carried out.

"**We**", "**us**" and "**our**" means Energy Decisions Limited a company registered in England and Wales with registration number 11069928 and registered address St. Anthony's Cottage, Church End, Sherfield-On-Loddon, HOOK, Hampshire, RG27 0JB, being the company providing the Goods and Services to you.

"**You**" and "**your**" mean the person, company or legal entity to which we are providing the Goods and Services to.

1.2. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.3. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4. A reference to **writing** or **written** includes email.

2. Incorporation of Conditions

2.1. Any contract or agreement to do work made between you and us shall be subject to these Conditions, and any terms you put forward do not apply.

2.2. All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded from the Contract.

2.3. No amendment or change shall be made to these Conditions without our express written consent.

3. Installation Work

3.1. We agree to carry out the work with all reasonable care and skill in the planning, installation and commissioning of the system described in the Quotation. The goods we supply will:

- be of satisfactory quality;

- be fit for purpose;
- operate as we described to you; and
- match the model you have seen or examined.

3.2. We will inform you in writing of the name of any contractor engaged by us to undertake the installation of your system and we will take full responsibility for their work.

3.3. All electrical installation work will comply with BS7671 (2018 and as amended from time to time) in force at the time of the Services.

3.4. Electrical Installation or Minor Works certificates and Building Regulations notifications (if agreed with the Client) issued by us cover only those Goods and Services installed by us.

3.5. Where work is to extend or modify existing circuits, costs quoted assume existing circuits are safe and in adequate condition as per the terms of clause 6.7. Any Services required to bring these circuits up to standard will be at additional cost.

3.6. No addition or alteration will be carried out to rubber insulated (VIR) cables.

3.7. Where carpet or floor coverings require lifting, best endeavours will be made to avoid damage and to refit to an acceptable standard. However, employing a specialist fitter may be prudent, to effect a fully satisfactory reinstatement.

3.8. Unless agreed beforehand, standard installation includes cables directly clipped onto the wall, wall joists, surfaces etc; where chases, drilling work or other similar work is required to the walls, these will be left un-filled. Final finishing of skim coat plaster and final decoration is excluded.

3.9. Our engineer will set up the Goods for you in accordance with the manufacturer's instructions. As part of our service the engineer will explain to you the main functions of the Goods and give guidance on practical tips for users of the Goods. This is estimated to take approximately one hour after completion of the installation.

4. Exclusions

4.1. Except in the case of clause 3.7 above, clearing and/or moving furniture and other items blocking access to work areas are not included within the quote. Whilst we try to be as helpful as possible, we will only do limited moving to create access and will not be held liable for damage to any items, should such action be necessary.

4.2. The Client will, at the request of the engineer, switch off and/or disconnect all electrical devices within the Premises prior to electrical work being carried out. We will try to ensure that electrical items are plugged back in and in working order before we leave the Premises, however, we will not be held responsible for any losses due to any electrical item not being plugged back in and/or switched on.

4.3. The Services are bespoke to the requirements of the Premises. We shall not be liable for any damage where the Client has caused a change in the environment surrounding the Services, for example, by enclosing wiring with insulation.

4.4. Whilst we endeavour to give a fully detailed best engineered solution, unless we have provided a quotation specifically agreed and stated to be a "design quotation", we cannot accept responsibility for the system network design. If you require and request a detailed system network design, a separate quotation specifically stated to be a "design quotation" will be provided.

4.5. We shall not be responsible for any problems relating to existing hardware faults, software viruses or internet connectivity issues.

4.6. After the Services have been completed, if you still have questions regarding usability of the Goods or an error message has occurred on the Goods, you must contact the relevant manufacturer in the first instance and follow their instructions. This clause does not invalidate your rights under clause 9.3.

5. Quotations and fees for ancillary extras

5.1. Unless stated otherwise, quotes assume standard working hours between 08:00hrs – 18:00hrs Monday to Friday inclusive. If you require work outside of these hours it may attract a premium rate which will be agreed with you ahead of the Services taking place. Any waiting time incurred by us, not due to a fault by us, will be charged at normal day work or overtime rates as appropriate.

5.2. Estimates & quotes assume continuous and unhindered access to the Premises by prior arrangement with you and fully working, compatible IT hardware, software and functioning unrestricted Wi-Fi network at installation place with 2.5 and 5 GHz band (where applicable for us to carry out the

Services). In the event working hours are reduced due to Client action causing us to make additional Appointments at the Premises, we have the right to charge for these additional Appointments.

5.3. A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practicable and may offer you a reconditioned or new substitute on terms to be agreed. If you give a general instruction for repairs without specifying the particular service or replacement parts, we will be entitled to carry out such repairs or, modifications or service as in our opinion are necessary to put the Client's Equipment in good working order, and to make an appropriate charge for the work and parts provided.

5.4. The quotation does not include any provision for any liaison with the DNO unless expressly stated otherwise.

5.5. Any costs associated or connected with upgrading the Distribution Network or metering equipment are not included in the quotation unless specifically detailed therein.

5.6. We may ask you to complete a New Installation Form and provide photographs of the Premises prior to providing you with a quotation. There may be instances where the engineer needs to conduct a site survey before a quote can be provided to you. The fee for a site survey is £120.00 (excl VAT) and the payment terms for a site survey shall be 7 calendar days. However, if you decide to instruct us for the Services, the site survey cost will be deducted from the total invoice for the Services.

5.7. Where a site survey is carried out, the quotation is based on a non-invasive site survey, meaning that unless stated otherwise, the quote will assume a source of power and feed is present for any installations. In the event we discover this not to be the case we will advise you. Additional work to trace and supply a power feed will be charged as an extra.

5.8. Where electrical usage monitoring is conducted at the Premises for the purposes of compiling an in-depth diversity report, you will grant access to the engineer so that the monitoring equipment can be installed for a period of at least two weeks. A separate fee is chargeable for this service and all equipment sited at the Premises remains the property of Energy Decisions Limited. You shall be liable for any damage to the equipment whilst it is sited at your Premises.

5.9. Where our Services comprise the changing of switches and sockets we will itemise those fittings you have advised us about or which are visible during a site survey. We will not be responsible or liable for switches and sockets which are subsequently found following the moving of furniture. We will try to accommodate the additional replacements required but these will be charged as extras and may need to be carried out at a later stage if such items need to be ordered.

5.10. In the event that additional services and /or further materials are required to complete the work, these costs will be invoiced at the end of the work in accordance with clause 11.2.

5.11. A quotation is not a formal contract between Energy Decisions Limited and the Client. A quotation will give an indication only of the typical cost of Goods and Services should you place an Order. An Order from you, as a result of a quotation (or otherwise), shall not be binding upon us unless and until it is accepted or confirmed by us in writing or a duly executed counterpart of the Contract is provided to you.

5.12. Quotations are valid for 14 calendar days from the date of the estimate.

5.13. Quotations will state clearly if subject to VAT or if other taxes or duties apply, which shall be borne by the Client.

5.14. We reserve the right to refuse any Order.

5.15. If you request changes that involve our additional time or cost, or if unforeseen additional works are required, we will discuss with you and provide you with a revised quote as soon as practicable.

5.16. Our additional fees are:

5.16.1. the hourly rate for additional work is £90 + VAT (no more than £390 + VAT for a full day on site, NB: no half day rate applies); or

5.16.2. a daily rate of £390 + VAT.

6. Client obligations

6.1. You must obtain all relevant permissions (such as planning and building consents) that are necessary before we start work on your project. If we ask to see those permissions (and related drawings and/or specifications) you must make those available to us.

6.2. You shall be responsible for the accuracy of any designs, specifications and other data, which you or your employees or agents supply to us, which we use in connection with the Services, even if we examine, inspect or comment upon them. You will hold us harmless against any liability to a third

party which we may incur as a result of carrying out the Services in accordance with your instructions or your designs, drawings, specifications or other data.

6.3. You must ensure that your existing information technology set-up (including but not limited to router, internet hubs, internet connectivity / internet of things) is compatible with the Goods before the engineer attends the Premises to carry out the Services or the Services will have to be deferred until the problem is rectified. This will result in a separate visit in accordance with clause 5.2, for which you may be charged.

6.4. In the event that the engineer advises the Client that it is necessary to contact the DNO before the installation is carried out, this task shall be the responsibility of the Client. We shall not carry out the installation until the DNO has finalised any work that it needs to do at the Premises.

6.5. It is your responsibility to advise the DNO of any increase in power requirements and to arrange for adjustment of the Allowed Supply Capacity. Further, it is your responsibility to arrange suitable tariffs/charges with the meter operator.

6.6. It is your responsibility to ensure that the metering equipment, DNO fuse/cabling and earthing arrangements are at working order/undamaged and properly sealed by the time we attend the property to carry out our work.

6.7. It is your responsibility to ensure that your electrical switchgear is in working order. If periodic inspections of your electrical switchgear have not been carried out or if your electrical switchgear is, in the reasonable opinion of our engineer, not considered to be in a suitable condition for safe operation in compliance with the relevant wiring regulations, we reserve the right to cancel the Contract, delay providing the Services until you have carried out all necessary maintenance and provided the evidential documentation or alternatively, we can agree to amend the Contract (in writing) to include the alteration of your electrical switchgear to conform to current wiring regulations.

6.8. You will observe and comply with the latest Health and Safety legislation and ensure that the Premises are safe and without risk to the health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.

6.9. We will endeavour to undertake installation work to a clean standard although some additional vacuuming and cleaning down of surfaces should be expected afterwards.

6.10. Any Client Equipment susceptible to damage from dust (e.g. video or computer equipment) must be removed from the work area prior to our arrival on the Premises.

6.11. It is your responsibility to remove from site rubble, materials, general waste, packaging, old fittings and wiring for appropriate and responsible disposal. We may, at our discretion, remove these waste items for you.

6.12. You must provide the following for our use free of any charge:

6.12.1. water, washing facilities and toilets;

6.12.2. electricity supply;

6.12.3. adequate storage space;

6.12.4. safe and easy access to your property from the public highway;

6.12.5. easy access to the location within the property where the installation is to take place by removing all belongings.

6.13. You shall pay invoices promptly and within the agreed payment terms.

6.14. It is your responsibility to determine which electricity tariff and/or solar export guarantee contract is most appropriate for your needs and any information from us regarding energy providers shall not be construed as a recommendation of their services or confirmation that an energy provider will be able to offer you a particular tariff or solar export guarantee contract.

6.15. It is your responsibility to obtain all necessary consents for the renewable energy system from your mortgage company, if applicable, and your household insurance.

6.16. It is your responsibility to ensure that the owner(s) of the property agrees to the installation of the renewable energy system.

7. Appointments

7.1. We will begin providing the Goods and Services at the Appointment(s) specified in the Contract Details. We reserve the right to vary the Appointment(s) and shall inform you of any variation.

7.2. The Appointment(s) for providing the Goods and Services is an estimate only and is not guaranteed by us. The Appointment(s) shall not be of the essence in the Contract.

7.3. We shall not be liable for any costs, damages or losses caused either directly or indirectly by any delay in providing the Goods and Services to you.

8. Risk and Title of Goods

8.1. Subject to clauses 8.2 and 8.3, the risk and title in all Goods supplied shall pass to the Client upon delivery.

8.2. All Goods supplied shall remain the property of Energy Decisions Limited until all sums due have been paid in full and cleared funds are in our bank account.

8.3. Where payment to us includes partial payment in the form a third-party funding, the Goods supplied shall remain the property of Energy Decisions Limited until both the Client's payment and the third-party funding payment has been received in full and cleared funds are in our bank account.

9. Warranty

9.1. We will take reasonable care of the Goods whilst they are in our custody and make good any loss or damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Goods.

9.2. We also undertake to use reasonable skill and care in carrying out the work and to use materials which are of suitable quality and free from defects.

9.3. We warrant that our electrical installation work and materials are defect free for the Warranty Period. We will rectify defective work and/or defective materials provided that you notify us in writing within the Warranty Period. Our liability for defective work and/or defective materials is limited to the value of the relevant invoice(s) thereof. We will not be liable for any other loss or damage including (without limitation) loss of profits, except as required by law.

9.4. Unless we have agreed to do so, you will accept full responsibility for re-installing, examining and testing the Goods on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly re-install or delay in testing the Goods or in notifying us of any defect in the work.

9.5. Systems with internet access from time to time can change from what they were at the time of installation, including functionality. If the system or part of the system (i.e. software) malfunctions after the date of installation, the Client must contact the manufacturer in the first instance to solve the issue. If any additional work is required by us after the installation is completed, it will be at additional cost to the Client.

9.6. The warranty cover does not extend to goods supplied by other tradesmen or by you or in the event of physical damage, wilful misuse or instances where the installation has been altered or tampered with by third parties.

9.7. This warranty excludes fair wear and tear to lamps, fuses and other consumables.

9.8. Where projects involve services by third party trades, any damage to the electrical installation by third parties shall remain your responsibility. Any rectification costs incurred by us must be paid by you prior to commencement of Second Fix. Recovery of such costs from any third party shall be your responsibility.

9.9. Where security alarms are installed, these will be fitted with a tamper seal on the main panel. The warranty is void if this is broken. The request for the engineer code will also invalidate and void any warranty.

9.10. Where fire alarms are installed, the warranty is only valid if the system is maintained by a competent person and in accordance with the recommendations within BS 5839 (as amended from time to time).

10. Limitation of Liability

10.1. We accept that we are liable for any death or personal injury resulting from our negligence or the negligence of our employees or agents acting in the course of their employment. In relation to defects in goods sold to you by us, we may also be liable under the Consumer Rights Act 2015 or the Consumer Contracts Regulations 2013 or equivalent legislation, but only to the extent that such liability cannot lawfully be excluded.

10.2. Apart from our agreement to rectify any defects or errors in the Services or Goods as set out under clause 9.3 and to replace or repair the Goods under clause 9.1 (loss or damage to Goods in our custody):

10.2.1. our maximum liability to you for the direct loss or damage, either under the Contract or arising from any act or omission, including negligence, will not exceed the total amount paid by you under the Contract; and

10.2.2. we will not be liable to you under any circumstances for any indirect or consequential losses (including for example, loss of contracts or loss of profits).

10.3. The limitations and exclusions in this clause 10 apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim, except any liability for death, personal injury or defects in goods supplied to you by us as set out above.

10.4. The limitations and exclusions in these conditions reflect the value of the Contract to us and are considered to be reasonable. If you require us to accept greater liability, we may be prepared to do so subject to agreement of an additional charge to reflect the increased risk and cost of insurance to us.

10.5. This clause 10 shall survive termination of the Contract.

11. Payment

11.1. For general electrical work: an invoice for Goods, materials and parts shall be raised once our quote has been accepted. We shall not order any Goods until this invoice has been settled.

11.2. An invoice for Services will be issued on completion of the Services. This invoice will also include any costs for Goods that were not previously invoiced under clause 11.1, itemised separately.

11.3. For renewable energy installation services: we raise invoices as follows:

11.3.1. We will invoice you for the Advanced Payment prior to the Installation Appointment. The Advanced Payment must be settled at least 48 hours before the installation Appointment; and

11.3.2. After the renewable energy system has been commissioned, we will raise a final invoice for the remaining balance of the total estimate, together with any ancillary Goods or Services that were required during installation.

11.4. Payment terms are 14 calendar days from the date of issue of the invoice unless different payment terms are specifically agreed beforehand in writing. Payment must be made by bank transfer only; our bank details are included on our invoices.

11.5. Unless indicated otherwise, all sums payable under the Contract are stated exclusive of Value Added Tax which will be charged at the rate prevailing at the relevant tax point, together with any other tax or duty chargeable under any relevant legislation.

11.6. Larger projects or projects involving a separate First Fix and Second Fix will require staged payments comprising a deposit, interim payment(s) and final payment on completion of all Services. If the completion of First Fix and/or Second Fix is delayed by more than two weeks we have the right to invoice for Goods and Services completed to that point and will pro-rata the invoice accordingly. If applicable, such staged payments will be advised as part of the quotation.

11.7. In the event of any non-payment we reserve the right to withhold any certificates for work carried out until such payments are made.

11.8. If an invoice remains outstanding past 14 calendar days, we reserve the right to charge interest at 4% per annum above the Bank of England base rate on the amount outstanding, applicable from the invoice date. Furthermore, we will claim all additional costs (including, but not limited to legal costs) incurred in obtaining payment from you.

11.9. The Client shall have no rights of set-off or deduction against the value of the invoice(s) under these Conditions.

12. Cancellation

12.1. A Cooling-Off Period of 14 calendar days shall apply to all contracts. You can return the attached cancellation form or notify us in writing that you would like to cancel the Contract during the Cooling-Off Period.

12.2. If it is agreed between the parties in writing to carry out the Services during the Cooling-Off Period then it is deemed that the Client has waived the Cooling-Off Period.

12.3. If you decide to cancel the Contract after the Cooling-Off Period has ended, a minimum of 14 calendar days' written notice is required.

12.4. If you choose to cancel the Contract during the Cooling-Off Period, we will retain all or part of the Advanced Payment in respect of any Goods or Services already provided to you, or our reasonable costs for work carried out up to the point of receipt of your cancellation notice, or other losses reasonably incurred. We will try to keep those costs to a minimum. You will also be liable to cover any administration fees or restocking fees of the wholesaler(s) and all shipping and delivery costs

for returning the Goods to the wholesaler(s) and for making good the property. These costs will be deducted from the Advanced Payment held on account before the monies are returned to you. All monies shall be returned by bank transfer (BACS) to a UK bank account in the name of the Client.

12.5. If you choose to cancel the Contract for any reason before the Goods are delivered to the Premises (whether during the Cooling-Off Period or otherwise), we will charge you a reasonable administration fee for dealing with the return of your Goods.

12.6. We will not be able to return certain 'special order' or bespoke non-standard Goods or ancillary materials or Goods which are already on the Premises and such items will be charged in full to you.

12.7. In the event that you cancel the Contract with less than 3 calendar days' notice of the Appointment, we will deem this to be a short notice cancellation ("**Short Notice Cancellation**") and we have the right to charge in full for the Services component of cancelled works.

12.8. If there is a delay to the delivery of Goods or the provision of installation Services for reasons that are outside our control then you will be entitled to cancel the Contract and receive a refund (subject to any deductions under this paragraph 12). This is in line with the Consumer Code and the Consumer Rights Act 2015.

12.9. We reserve the right to cancel the Contract in certain circumstances:

12.9.1. if you fail to comply with your obligations under the Contract, within seven days of having been notified by us of the relevant failure; or

12.9.2. if an invoice remains outstanding beyond the payment terms under clause 11.4 (or if different, as agreed in writing between the parties); or

12.9.3. in the event our engineer(s) arrive on Premises at the agreed time and is unable to gain access, we will consider this a Short Notice Cancellation and will charge as per clause 8.2 above; or

12.9.4. if clause 5.3 applies, negating the requirement for the Goods and/or Services and an alternative engineering solution cannot be agreed between the parties; or

12.9.5. immediately, if you are the subject of a petition for a bankruptcy order, or you become insolvent or enter into any composition, scheme or arrangement with your creditors. If you are a corporation or other legal person, we may bring the Contract to an end immediately if a receiver (including an administrative receiver) is appointed over any of your assets or an application is made to appoint an administrator for you. If you are in partnership, we may bring the Contract to an end immediately if the partnership is dissolved. We may also terminate the Contract if any proceedings relating to your insolvency are commenced in any country; or

12.9.6. if you bring Energy Decisions Limited or any member of our staff into disrepute online on review platforms such as Google Reviews or on social media, without first giving us adequate opportunity to finalise a review into any dispute or error and respond to you.

12.10. If the Contract ends for any reason, we will be entitled to remove all of our equipment from your Premises. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination including our reasonable administration costs and for any other breaches of the Contract.

12.11. If any circumstances arise which require us to change the Appointment(s) for the Services, we will endeavour to reorganise as soon as possible at a time convenient for you. In the event that we require to cancel the works altogether, any deposit (if applicable) shall be returned to you in full.

13 General

12.12. **GDPR.** Please refer to our privacy policy, located on our website at www.energydecisions.co.uk for details of what personal data we collect and how we safeguard this personal data. You can also email roberts@energydecisions.co.uk for a copy of the privacy policy.

12.13. **Other.** We reserve the right to take photographs and video of completed works for our records and for use in our portfolio unless we have agreed in writing not to.

12.14. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for four weeks, the party not affected may terminate the Contract by giving seven calendar days' written notice to the affected party.

12.15. **Assignment.** You will not assign your rights under the Contract without our express written consent. We may sub-contract the provision of certain of the Services at our discretion. No third party shall acquire any rights under the Contract except as specifically stated in these Conditions.

12.16. **Disputes.**

12.1.1. In all cases, the Client should contact us in the first instance to explain the nature of the dispute and to open a dialogue with us.

12.1.2. In the event of a dispute with a consumer, the Client should refer to the Dispute Resolution clause under the Contract.

12.1.3. For business-to-business contracts, any disputes which the parties cannot settle amicably relating to the nature or quality of the Services will be referred to an independent expert ("**Expert**") to be agreed between the Client and Energy Decisions Limited. Either party may propose an Expert; if, 14 calendar days after such proposal to the other party an agreement cannot be reached on the choice of Expert, then either party may request the President for the time being of the Institute of Engineering and Technology (IET) to appoint an Expert to resolve the dispute.

12.1.4. The Expert is required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert.

12.1.5. The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the Services under the Contract which may include any issue involving the interpretation of any provision of the Contract, their jurisdiction to determine the matters and issues referred to them and/or their terms of reference. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

12.1.6. The parties are entitled to make submissions to the Expert including oral submissions and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

12.1.7. Each party shall bear its own costs in relation to the reference to the Expert.

12.1.8. All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.

12.1.9. Each party shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

12.17. **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.18. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.19. **Waiver.**

12.19.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

12.19.2. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.20. **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 12.20 shall not affect the validity and enforceability of the rest of the Contract.

12.21. **Notices.**

12.21.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered:

(i) by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) by email to the Client's email address as set out on the Contract Details and to the email address of our Director, Roberts Lapsevskis, at roberts@energydecisions.co.uk.

12.21.2. Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; or

(iii) if sent by email, 48 hours after the email was transmitted.

12.22. **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.23. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

12.24. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.