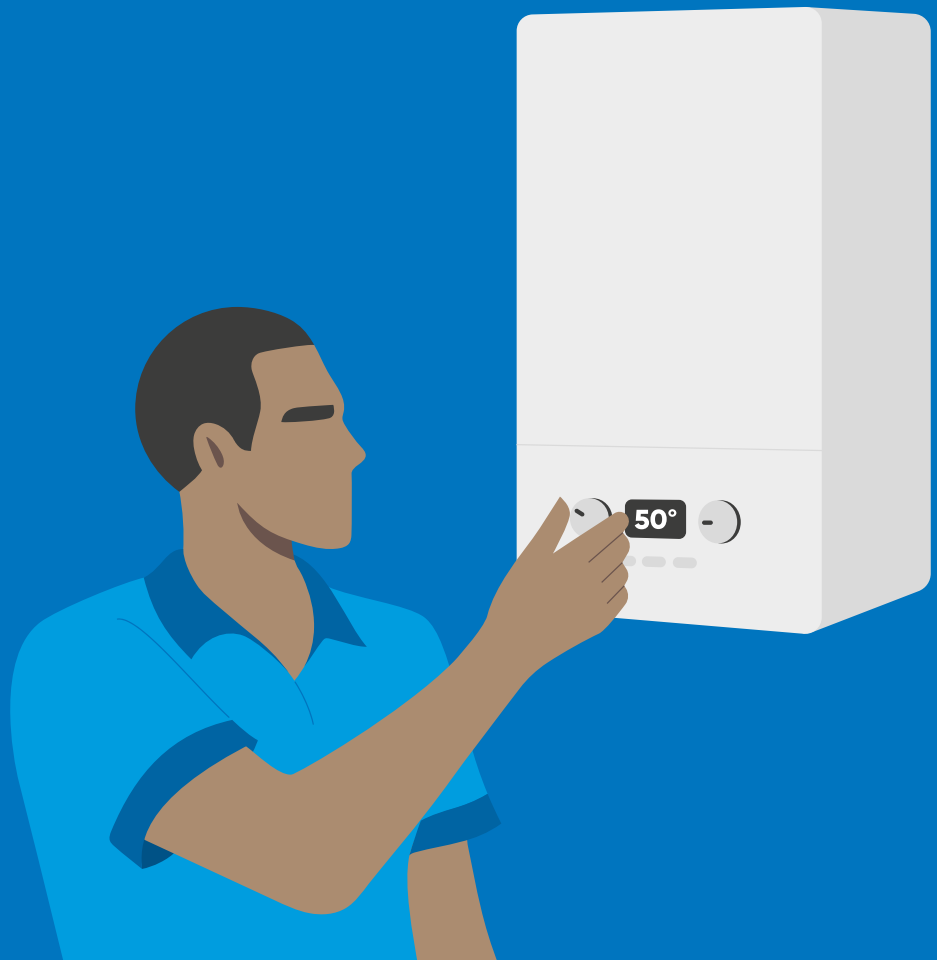


# Terms & Conditions

For the supply and installation of energy efficient measures (Not under the ECO scheme)



## 1. The agreement

**1.1.** We are Utilita Field Services Limited t/a Utilita Home of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, England, SO53 3QB registered in England and Wales (company number 05852899). We often refer to ourselves in this document as "**Utilita Home**," "**we**", "**our**" or "**us**".

**1.2.** These terms and conditions and any annexure (**Terms**), together with any Product Plan form our agreement with you (**Agreement**).

**1.3.** By agreeing to purchase products from us, you acknowledge that you have received, read, understood, and agree to be bound by these Terms.

**1.4.** These Terms relate to the provision of energy efficient products (**Products**) provided by Utilita Home for domestic and private use to help people lower their energy costs. If you wish to use the Products for any commercial or business purposes, please contact us before completing an online form.

**1.5.** These Terms set out how we provide our services to you. The services that we provide can include:

**1.5.1.** a survey and assessment of your place of residence (**Home**) which you want to put forward to determine which Products are most suited for your Home;

**1.5.2.** the installation and design (installation only), of the agreed recommended Product(s), together, our **Services**.

**1.6.** If you ask us to install certain Products in your Home, we will create a detailed plan for you which will set out main details of the Product(s), installation works, cost and payment details, and any additional term and conditions relating to your Product(s) (**Product Plan**). Your Product Plan will form part of the Agreement with us.

**1.7.** If you need to contact us in relation to the Agreement, you can contact one of our Home Energy Consultants either by:

**1.7.1.** email at: HEC@utilita.co.uk;

**1.7.2.** by phone: 03301 759 713. Please note our Home Energy Consultants are only available between 8am and 5pm Monday – Friday (excluding bank holidays); or

**1.7.3.** by post: FAO: Home Energy Consultants, Utilita Field Services Limited t/a Utilita Home, Hutwood Court, Bournemouth Road, Chandler's Ford, Hampshire, SO53 3QB.

**1.8.** If we have to contact you, we will do so by telephone, text message or by writing to you at the email address or postal address you provided to us.

## 2. Our responsibilities

**2.1.** We will provide the Services to you with all reasonable skill and care and in accordance with all applicable laws and regulatory requirements.

**2.2.** Every now and then, we may use authorised and trusted subcontractors to perform any of our Services to you on our behalf (**Subcontractors**). This includes both surveys and installation of the Products.

**2.3.** Our Subcontractors are approved by us prior to their engagement. We require our Subcontractors to enter into an agreement with us which includes the same or similar protections for you as set out in this Agreement.

**2.4.** The individual attending your Home, whether they are directly employed or engaged by us or by one of our Subcontractors, is the person responsible for providing the Services on our or our Subcontractor's behalf (**Representative**).

**2.5.** Whilst we may sometimes subcontract the Services and our responsibilities under this Agreement, we shall always remain responsible to you for their acts and omissions, as if they were our own.

**2.6.** An obligation on us to do, or to refrain from doing, any act or thing shall include an obligation on us to procure that our employees, staff and agents and our Subcontractors and Representatives also do, or refrain from doing, such act or thing.

## 3. Our accreditations

**3.1.** We are fully accredited and registered with the following standards in relation to the Services that we provide to you under this Agreement:

**3.1.1. TrustMark:** This quality scheme is endorsed by the UK Government. It covers work that a consumer chooses to have carried out in their home. The TrustMark logo signifies our commitment to customer service and good trading practices. It also shows that we have had the technical competence of our work inspected to ensure consistent quality and that we comply with best practice and standards. You can find our registered entry here: [www.trustmark.org.uk/find-a-tradesperson](http://www.trustmark.org.uk/find-a-tradesperson)

**3.1.2. Gas Safe Register:** We are registered with the UK's gas registration body. The Gas Safe Register holds the official list of gas businesses who are registered to work safely and legally on boilers, cookers, fires, and all other gas appliances in the UK. You can find our registered entry here: [www.gassaferegister.co.uk/find-an-engineer](http://www.gassaferegister.co.uk/find-an-engineer)

**3.1.3. Green Deal Approved:** We are allowed to install energy efficiency improvements under the Green Deal finance mechanism. Only authorised and trusted installers will be able to identify themselves as 'Green Deal Installers' and use the Green Deal Quality Mark. You can find our registered entry here: [gdorb.beis.gov.uk/greendeal-participant-register](http://gdorb.beis.gov.uk/greendeal-participant-register)

**3.1.4. Microgeneration Certification Scheme:** This quality scheme is endorsed by the UK Government. It certifies, quality assures and provides consumer protection for microgeneration installations and installers. These consist of small-scale renewable electricity technologies such as solar PV, biomass, wind, heat pumps and heat products. You can find our registered entry here: [mcscertified.com/find-an-installer](http://mcscertified.com/find-an-installer)

**3.1.5. RECC:** This code sets out high consumer protection standards for businesses who are selling or leasing renewable energy generation systems to domestic customers. RECC is approved by Chartered Trading Standards Institute as part of the Consumer Codes Approval Scheme and is also a TrustMark Scheme Operator. You can find our registered entry here: [www.recc.org.uk](http://www.recc.org.uk)

**3.1.6. NAPIT:** This is a Government authorised and United Kingdom Accreditation Service (UKAS) for scheme operators in the building and fabric sector. You can find our registered entry here: [www.napit.org.uk](http://www.napit.org.uk)

**3.1.7. Solar Energy UK:** This is an established trade association working for and representing the entire solar and energy storage value chain. You can find our registered entry here: [www.solarenergyuk.org](http://www.solarenergyuk.org)

## 4. Placing an order

**4.1.** If you are interested in certain Products to be installed in your Home, you can visit our website here: [www.home.utilita.co.uk](http://www.home.utilita.co.uk) and complete an online form about your Home. We will contact you within 7 days to discuss your online form and next steps in the ordering process. We will either contact you by email, telephone, or text message.

**4.2.** The ordering process requires you to:

**4.2.1.** provide us with certain key information such as your contact details, delivery, and access information. Under no circumstances can we be held liable for the accuracy and completeness of the information you provide. Additionally, if you provide incomplete or incorrect information, we may cancel your order (see clause 19.11) and make an additional charge to compensate us for any extra work that is required; and

**4.2.2.** Allow us to conduct a survey (see clause 7) dependant on the Product chosen.

**4.3.** If we are making or supplying the Product to measurements you provide, you're responsible for making sure those measurements are correct.

**4.4.** You will own the Product(s) once you have paid us for them in full.

**4.5.** Sometimes we may reject order requests. If we reject your order request, we will let you know as soon as possible by telephone, text message or email, and will either not charge you or refund you for Products you have already paid in advance. No further damages or expenses will be payable to you beyond the refund. There are a number of reasons why we might not accept your order, including but not limited to the following:

**4.5.1.** the Product and/or installation service is unexpectedly unavailable;

**4.5.2.** we determine an installation cannot take place;

**4.5.3.** the payment method does not satisfy our security requirements;

**4.5.4.** the order fails our fraud risk checks;

**4.5.5.** we identify an error in the price or description of the Product(s) ordered;

**4.5.6.** you are located outside the UK;

**4.5.7.** we are unable to meet a delivery deadline you have specified; or

**4.5.8.** there are unexpected limits on our resources for which we could not reasonably plan.

**4.6.** We do not accept orders from persons under the age of 18. By placing an order with us, you confirm that you are at least 18 years old.

## 5. Our products and prices

**5.1.** You can find everything you need to know about our Products via our website: [www.home.utilita.co.uk](http://www.home.utilita.co.uk)

**5.2.** Products and building materials can vary in colour, texture, and general appearance. We accept no liability for any materials used during the installation process having variations in colour, texture, and general appearance. When matching materials (such as bricks and tiles) to existing materials which form part of your Home, a close match is often not possible due to older products becoming obsolete and the effects of weathering over time. Therefore, we accept no liability for any materials introduced to your Home matching any existing materials and explicitly state variations in colour, texture and general appearance are likely and this is accepted by you. If you would prefer a specific material (such as a matching brick) to

be used, you agree to make available your own materials, at your expense, at the time of the work taking place and to discuss this with us in advance of the installation date.

**5.3.** The price for our Services (including applicable VAT) and payment terms will be clearly show in your Product Plan (as amended from time to time). We take all reasonable care to ensure that prices are shown correctly. However, it is possible that incorrect prices may be displayed on our website from time to time.

**5.4.** Where the price at the time of your order request is less than the price shown on our website, we will charge you the lower amount. However, if a Product's correct price at the time of order request is higher than the price shown in our website, we will contact you for instruction before accepting your order. However, if we accept an order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as incorrect, we reserve the right to cancel the order and refund any sums paid. If you think you have been mischarged, please contact us promptly so that we may investigate.

**5.5.** Any deposit payments required to be paid in accordance with the Product selected will be notified to you in your Product Plan. All deposit payments must be paid for in full before the Product(s) are delivered and installed at your Home.

**5.6.** If your payment is declined by your debit card or credit card provider or bank, they may charge you a fee: this is beyond our control. Please note that we do not store credit card information, and that this information is processed on our behalf by an authorised third party who also undertakes fraud checks.

## 6. Your Product Plan

**6.1.** Your Product Plan, as amended from time to time, will include the following, minimum information:

**6.1.1.** The recommended Product(s) for your Home;

**6.1.2.** The manufacturer of the recommended Product(s); and

**6.1.3.** The price payable for the Services (including any delivery costs).

## 7. Survey of your Home

**7.1.** Before we can provide you with your Product Plan and subsequently install the Product(s), we must carry out one or more surveys of your Home. These surveys allow us to understand the most suitable and effective Product(s) that could be installed at your home. Dependent on the Product(s) chosen, the surveys may be online, virtual and/or require a physical visit to your Home. You agree to allow us or our chosen assessor to conduct a survey of your Home (where applicable).

**7.2.** We or our chosen assessor will contact you to arrange a time and date for this survey. If a digital survey is required, a link will be provided to you. If we decide that we do not need to carry out a survey at your Home based on the information you have provided, then you are responsible for taking your own measurements and ensuring that those measurements are correct.

**7.3.** Once all necessary surveys have been completed, we will make you aware of the results within fourteen (14) days of the final survey. The output of the surveys will determine whether (a) we require further information and/or additional work, (b) your Home is suitable for the Product(s) ordered.

**7.4.** If the results recommend that your Home is **not suitable** for the Product(s) ordered or technically not possible to install, then we will inform you of why the installation cannot go ahead and this Agreement will automatically end and where applicable, we will give you a full refund and remove any materials that have already been delivered to your Home.

**7.5.** If the results indicate that **further information and/or additional work is required**, then we will not be able to install the Product(s) ordered until these additional matters have been resolved and a revised Product Plan has been agreed. If the additional matters cannot be resolved, where applicable, we will give you a full refund and remove any materials that may have already been delivered to your Home.

**7.6.** If, the results recommend that your Home **is suitable** for the Product(s) ordered, then we may be able to install the Product(s) in your Home.

**7.7.** Any changes in materials and/or specifications from those detailed in your original Product Plan, will only apply when you have provided your written confirmation to such changes.

## 8. Installation of the Product(s)

**8.1.** You acknowledge and accept that we are under no obligation to install any Product(s) in your Home. If you ask us to install certain Products, we can accept or refuse your request without liability to us or you.

**8.2.** Whilst every effort is made to ensure the delivery and installation timescales agreed during the ordering process are met, we reserve the right to delay installation for reasons including (for example) fires, strikes, illness, severe weather, lockouts, terrorism, war and any other causes beyond our control which interfere with our execution or completion of the Agreement.

**8.3.** If we are unable to make the agreed appointment time, we will contact you as soon as possible and, if necessary, seek to re-arrange the appointment.

**8.4.** If we agree to install a Product in your Home, we will contact you within fourteen (14) working days from the date your order has been accepted by us to arrange an installation appointment. Alternatively, you may contact one of our Home Energy Consultants by:

**8.4.1.** email at: HEC@utilita.co.uk;

**8.4.2.** by phone: 03301 759 713.

**8.5.** Subject to all necessary surveys being carried out as set out in clause 7 above, if we agree to install the Product(s) in accordance with your Product Plan, we shall:

**8.5.1.** ensure that any goods provided shall be suitable for the specified purpose;

**8.5.2.** carry out the installation by an agreed timescale; and

**8.5.3.** tidy up and repair any damage caused by us which results directly from the installation.

**8.6.** You must have all necessary permissions, licences, permits and consents for the Product(s) to be installed in your Home. This can include (but not limited to) your mortgage provider, your insurer, your landlord and any necessary planning permissions or building control approvals. You must provide copies of any permission and consents to us if we ask for them. Failure to obtain all necessary permissions, licences, permits, and consents prior to the installation date may delay your installation, render your order void and/or incur additional charges.

**8.7.** You agree to provide us with all reasonable cooperation and information so we can carry out our Services for you.

**8.8.** Upon installation of the Products, we will register the installation only with the central body to obtain a guarantee for the Product.

Upon registration, the applicable central body will provide you with a copy of the guarantee for your records.

**8.9.** If you are happy with the Services provided by us, we will ask you to sign a certificate of completion, a copy of which will be provided to you.

**8.10.** If you are not satisfied with the Services provided, you must notify us as soon as possible.

**8.11.** Existing pipework, valves, radiators, and other equipment at your Home should all be in good working order. If they have been poorly installed or have become faulty, any such failure or consequential damage is in no way the responsibility of us (irrespective of whether we, our Subcontractor and/or Representative has touched them or not).

**8.12.** When completing the installation of new or upgraded pipework or electricity cables, the route for these items should be discussed with you and will need to be installed in a way which makes the most functional sense from an engineering point of view, not simply aesthetic. Pipework and cables may need to be surface mounted and clipped in place. We, our Subcontractors and/or our Representatives will not bury pipework or cables in the walls, under the ground or box the pipework/ cables in.

**8.13.** We will always try to complete work before 5.30pm on the day of installation (or final day of installation depending on the Product ordered and timescales provided) but may on occasion need to use a reasonable amount of overtime to achieve completion. It is a condition of this Agreement that your approval to such overtime is granted, although we will endeavour to minimise any disruption or inconvenience.

**8.14.** Whilst all reasonable care will be taken by us, our Subcontractors and Representatives, we accept no liability for any damage to existing plaster work, decoration, flooring etc which may be consequent upon the carrying out of the work detailed in your Product Plan. Cuts or holes made to allow for equipment will normally be made good but not permanently finished or re-decorated. Floorboards will be reinstated or replaced where necessary but special and/or laminated floors cannot be permanently re-fixed. Any carpets which are lifted will be re-laid to the best of our operative's ability, however, we cannot be held responsible for carpets which have been nailed or glued down. It should be anticipated that an amount of redecoration may be required following installation of your Product(s), and this will be your responsibility and is not included in your Product Plan.

**8.15.** You understand that during/after any plumbing work carried out by us, our Subcontractors and/or Representatives, there could be changes in the water pressure in your existing plumbing. Whilst we will exercise reasonable care in visually assessing the suitability of existing systems/pipework for any likely changes in pressure, we will not be liable for any damage caused to existing plumbing installations or any consequential damage caused by the failure or incompatibility of existing pipework, taps, valves, showers, other fittings, or any appliances.

**8.16.** Whilst we, our Subcontractors and/or Representatives working on our behalf will take reasonable care not to damage wiring, plumbing and other services at your Home, we cannot be held responsible for any indirect or consequential damage caused to existing services/installations that are not clearly visible.

**8.17.** We will not be liable for any damage to your Home which is caused as a direct result of structural defects or weaknesses at your Home whether they are visible or not. If you are unsure of the structural integrity of your Home, you should engage an appropriately qualified structural surveyor prior to any attendance we may arrange in connection with the Agreement.

**8.18.** We, our Subcontractors and/or Representatives will take pictures of your installed Product and relevant infrastructure for our auditing process and for our own records. We, our Subcontractors and/or Representatives may also attend with other people including managers, supervisors, trainees, or apprentices. Additional attendances may also be required for auditing purposes.

**8.19.** When installing certain Products to your Home, other trades may be required to complete the work. For example, an electrician may be required to wire controls to a new boiler. In such circumstances, we will endeavour to leave the equipment in working order until another engineer can attend and perfect the installation at a time convenient with you.

**8.20.** Sometimes things do not go to plan with installations. You agree to give us, our Subcontractors and/or Representatives reasonable opportunities to put things right by providing access to your Home and time to remedy any faults or problems. In addition to this, you undertake to minimise or avoid any losses we may suffer as a result of the actions (or non-actions) of us, our Subcontractors and/or Representatives.

**8.21.** Sometimes new equipment does not function as expected once first installed (for example a part may have become dislodged internally

during transit). We work proactively with both customers and product manufacturers in such circumstances to rectify the issue as quickly as possible. Sometimes faulty equipment needs refitting which can cause significant delays and inconvenience; we will do all that we reasonably can to minimise disruption to your Home.

**8.22.** Where products are MCS accredited we will ensure that the installation meets the relevant MCS requirements as set out: [www.mcscertified.com/standards-tools-library/](http://www.mcscertified.com/standards-tools-library/)

**8.23.** Where products are RECC accredited, we will ensure that the provision of your order meets the requirements set out in the code set out: [www.recc.org.uk](http://www.recc.org.uk)

## 9. Access to your Home

**9.1.** You agree that you will allow us, our Subcontractors and/or Representatives access to all necessary and relevant areas of your Home to perform:

**9.1.1.** the Services; and

**9.1.2.** any other additional or follow-up works related to the Services or as set out under this Agreement that we may require to undertake from time-to-time at your Home.

**9.2.** You acknowledge that we must start the installation services of the Product(s) within three (3) months from the date of an accepted order.

**9.3.** You must ensure that someone over the age of 18 is at your Home when we perform the Services who can address any queries or requests we may have in connection with the Services.

**9.4.** If we, our Subcontractors, or our Representatives are unable to access your Home on the agreed installation date and time, we will contact you to attempt to re-arrange the Services on another day. If you do not allow us access to your Home to perform the Services on the agreed date (and you do not have good reason for this), then we may charge you additional fees and/or cancel your order as per clause 19. We will not charge you where our access to your Home is due to reasons outside of your control or our negligent acts or omissions. In the event of continued failed attempts to gain access to your Home and perform the Services, we may cancel the Services and this Agreement.

**9.5.** You further agree that you will allow us, our Subcontractors and Representatives access to your Home at any time in the event of an emergency, to complete any necessary works, to remove any equipment or Product(s), or where there is a danger to you, your Home, other people, yours and others property, or where any statutory rights are being enforced.

**9.6.** You must ensure that your Home is a clean and safe environment and that we, our Subcontractors, and our Representatives can provide the Services safely.

**9.7.** During installation we, our Subcontractors and/or Representatives may require access to working communication devices. If for any reason we, our Subcontractors and/or Representatives are unable to get mobile phone reception, you agree to provide access to your telephone and internet connection for no charge.

**9.8.** You must ensure there is adequate vehicle parking for us, our Subcontractors and/or our Representatives to park their vans within 25 meters of the entrance to your Home. Any charges for parking are to be paid by you. If a permit for parking is required, it is your responsibility to organise the permit or notify us of the restriction at least two (2) working days before the installation date.

**9.9.** You are responsible for notifying us of any restrictions at your Home that could impact the delivery and installation of the Product(s), for example steep stair climbs, stair climbs longer than 20 steps, on foot carrying distances greater than 30 meters.

**9.10.** We, our Subcontractors, and our Representatives are trained to meet our high standards of practice. Usually, we, our Subcontractors and Representatives will be wearing a uniform. However, as we do use Subcontractors and Representatives from time-to-time to perform the Services, please do not be alarmed if our Subcontractors or Representatives are not wearing our uniform.

**9.11.** We always recommend that you check the identity and business of any person before letting them into your Home. You should check the identity card of us, our Subcontractor and/or Representative thoroughly, which should contain the following information:

**9.11.1.** our name, Utilita Field Services Limited t/a Utilita Home, or the name of one of our Subcontractors;

**9.11.2.** name of the individual representing us or our Subcontractors;

**9.11.3.** a colour photograph of the Representative;

**9.11.4.** an expiry date (all identity cards are handed back to the relevant installing company on expiry or when a Representative ends their employment);

**9.11.5.** a telephone number for us or our Subcontractors that you can call to check the Representative's identity; and

**9.11.6.** a reference number for the Representative.

**9.12.** All our Representatives must wear and show you a valid photo identity badge which is clear, legible and confirms who they are. All our Representatives will also confirm the exact reason they are visiting your Home.

**9.13.** If the Representatives are employed by us, the identity badge will show our logo. If the Representatives are employed by one of our Subcontractors, the identity badge will not show our logo.

**9.14.** We will always check that the person requesting our Services is responsible for the household bills and is over 18. Vulnerable customers receive an additional "comfort call" from our Home Energy Consultants to check that they are completely happy to proceed with their application and fully understand this Agreement. We will wait and speak to any carer or next of kin if it is necessary to do so. In sheltered accommodation, we must receive the warden's permission to approach you.

**9.15.** If you have any concerns or wish to make a complaint in relation to one of our Representatives, please contact our Home Energy Consultants immediately. We will seek to deal with your concerns and/or complaint as a matter of urgency.

## 10. Payment

**10.1.** In order to proceed with your chosen Product, you must pay for your order in accordance with the applicable annex attached hereto or as stipulated your Product Plan (as amended from time to time).

**10.2.** Any other fees that may be due to us under this Agreement shall be payable within fourteen (14) days of our request for payment.

**10.3.** If we do not receive full payment for the Services within 7 days of our final invoice for payment, we may commence debt recovery proceedings against you.

**10.4.** Please refer to clause 19 for your cancellation rights under this Agreement.

**10.5.** Once we have received full payment for your order you will become the owner of the Product(s).

## 11. Delivery

**11.1.** We will deliver and install Products to addresses in the UK only.

**11.2.** The cost of delivery (if applicable) will be confirmed to you in your Product Plan.

**11.3.** You agree to have someone present at your Home for when the Products are scheduled to be delivered and installed.

**11.4.** If any equipment that forms part of your order is to be delivered to you before your installation date, these are your responsibility from the time we deliver them to you, and it is your responsibility for keeping the items secure and dry once delivered. If equipment is lost, stolen, damaged or destructed, removed or packaging opened then you will be liable for any costs or losses incurred by both you and us, as ownership of the Product does not pass to you until the product is fully installed at your Home and full payment has been received by us.

**11.5.** We reserve the right to recover all and any equipment that has been installed at your Home pursuant to your Product Plan where full payment has not been received.

## **12. Workmanship Guarantee**

**12.1.** We provide you with a workmanship guarantee for the time period as set out in the relevant annex for the Product purchased or as stipulated in your Product Plan from the point of completed installation at your Home (the "Guarantee Period").

**12.2.** We warrant that during the Guarantee Period, the workmanship carried out by us, our Subcontractors and/or our Representatives, when installing your Product shall materially comply with the description set out in your Product Plan and shall be free from material defects in workmanship. We further warrant to you that the installation shall be carried out by appropriately qualified and trained personnel using a reasonable level of care and skill that is industry standard (the "Workmanship Guarantee").

**12.3.** If you believe the workmanship carried out when installing your Product does not comply or meet the Workmanship Guarantee, you shall notify us within two (2) business days of discovering that the workmanship does not comply with the Workmanship Guarantee (the "Defect"). If the Defect is notified to us during the Guarantee Period, we shall, at our sole discretion and cost make good of any workmanship, subject to clause 12.4 below. We may, at our sole discretion, arrange for the Product(s) or certain parts of the Product to be reinstalled or provide a full or partial refund (as applicable).

**12.4.** The Workmanship Guarantee will only apply if:

**12.4.1.** the Product has been installed by us, our Subcontractors and/or Representatives and has been effectively used and maintained throughout the Guarantee Period; and

**12.4.2.** you have complied with clause 12.3 above.

**12.5.** You will promptly provide all information and support including access to your Home as is necessary to enable us to evaluate any alleged Defect and to perform our obligations under the Workmanship Guarantee.

**12.6.** We shall not be liable for the workmanship in any of the following situations and/or reasons as set out in the relevant annex for your Product:

**12.6.1.** the Defect has arisen as a result of your failure to comply with any manufacturer and/or our instructions for the storage and/or use of the Product supplied and installed;

**12.6.2.** the Product installed has been altered, serviced, maintained, dismantled, or otherwise interfered with by a person other than us, our Subcontractors and/or Representatives;

**12.6.3.** you continue to use the Product after giving us notice of the Defect;

**12.6.4.** the Defect arises as a result of wilful damage, negligence, abnormal use or working conditions, other than in accordance with instructions supplied to you by us or other improper installation where such installation has not been undertaken by us, our Subcontractors or Representatives.

**12.7.** We may instruct you to refrain from using the Product(s) to prevent further damage or for reasons of health and safety which you agree to comply with.

**12.8.** Where the Defect has arisen as a result of a defect in the Product(s), the terms of the Product's manufacturer's warranty shall apply, and you shall not rely upon this Workmanship Guarantee.

**12.9.** We do not make any guarantees beyond those provided in this Agreement with you and you acknowledge that the installation of the Product(s) is dependent on a variety of factors not within our control.

## **13. We may charge you if you don't give us information we need or do preparatory work as agreed with us**

**13.1.** We may charge you additional sums if you don't give us information we've asked for or if you don't do preparatory work to prepare for the installation (for example ensuring that the area that the product will be installed is clear and free from any obstructions), as agreed with us. For example, we might need to reschedule installation.



## 14. Suspended supply of the products

14.1. We may suspend the delivery and/or installation of certain Products:

- 14.1.1. to deal with technical problems or make minor technical changes to the Products;
- 14.1.2. to make changes to the Services in order to satisfy relevant laws or regulations;
- 14.1.3. because of changes you have requested to your order;
- 14.1.4. if your payment is on hold whilst fraud checks are conducted; or
- 14.1.5. if we reasonably believe that you have failed to comply with this Agreement.

14.2. We will contact you in advance to tell you we're suspending delivery and /or installation unless the problem is urgent or an emergency. If we suspend delivery and/or installation, we may allow you to end the Agreement and where applicable provide a refund of any sums paid in advance.

## 15. You have rights if there is something wrong with your product

15.1. If you think there is something wrong with your Product or the installation, you must contact our Home Energy Consultants as soon as possible by:

- 15.1.1. email at: HEC@utilita.co.uk;
- 15.1.2. by phone: 03301 759 713.

15.2. We honour our legal duty to provide you with Products that are as described to you in our marketing literature and that meet all the requirements imposed by law.

## 16. Your right to make changes

16.1. If you wish to make a change to your order before your installation date, please email our Home Energy Consultants at HEC@utilita.co.uk. We will let you know if the change is possible. If it is possible, we will inform you about any resultant changes to your Product Plan, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to proceed. If we cannot make the change or the consequences of making the change are unacceptable to you, you can cancel your order (see clause 19 below).

## 17. Our right to make changes

17.1. We reserve the right to make changes to our Services in order to reflect relevant laws and regulatory requirements, or for the purposes of minor technical adjustments and improvements. These changes will not materially alter the Products, their installation or affect your use of them.

17.2. If any Products within an order are out of stock, we reserve the right to cancel that order and provide a full refund.

17.3. If you have made any changes to your Home from the date the survey was carried out, we reserve the right to cancel that order and provide a full refund where applicable or provide you with a revised Product Plan.

17.4. We reserve the right to stop providing our Services to you at any point. We will let you know in advance, and we refund any sums you've paid in advance for Services which won't be provided.

## 18. Data protection

18.1. We are committed to the operation of fair processing in relation to the collection and use of personal information. We explain how we will collect and use your personal information in connection with this Agreement in our privacy information notice, as amended from time to time which can be found here: [www.home.utilita.co.uk/terms-conditions](http://www.home.utilita.co.uk/terms-conditions)

18.2. If you provide us with any personal data under this Agreement, Utilita Home will be the 'data controller.'

18.3. If you are unhappy with the way we handle your personal information, you can contact our Data Protection Officer at: DPO@utilita.co.uk or write to us at FAO: Data Protection Officer, Utilita Field Services Limited t/a Utilita Home, Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, SO53 3QB. We will try to address your concerns. You can also complain to the Information Commissioners Office who is the relevant regulatory body.

## 19. Ending this agreement

19.1. If you wish to cancel this Agreement, you can use any of the following methods:

- 19.1.1. email at: HEC@utilita.co.uk;
- 19.1.2. by phone: 03301 759 713.

19.2. Unless we have already stated in the Services, you can cancel this Agreement within fourteen (14) days from the date we agree your Product Plan (Contract Start Date) without charge. We will refund any amounts that you have paid to us within fourteen (14) days of receiving your cancellation request.

**19.3.** If you cancel this Agreement after fourteen (14) days from the Contract Start Date, and we have not started the installation services, we may, at our sole discretion, refund any amounts that you have paid to us within fourteen (14) days of receiving your cancellation request.

**19.4.** Although you have the right to cancel this Agreement and receive a refund of any amounts already paid to us, we are entitled to receive payment for the Services provided up to and including the date of cancellation. We may also recover any losses, costs and/or expenses we have reasonably incurred because of your cancellation. However, we will not seek to recover any losses, costs and/or expenses if you have cancelled this Agreement due to our negligent acts or omissions.

**19.5.** If we are in the process of installing the Product(s) in your Home and you cancel this Agreement or do not want us to finish installation the Product(s) as stated in your Product Plan, we may charge you for the full amount of works completed up to and including the date of cancellation. We may also recover any losses, costs and/or expenses we have reasonably incurred because of your cancellation. However, we will not seek to recover any losses, costs and/or expenses if you have cancelled the Agreement due to our negligent acts or omissions.

**19.6.** If you cancel a Product(s) which has only been partially installed, we will stop installing the Product unless it is unsafe to do so. If it is unsafe to do so, we must continue to install it for health and safety reasons. Irrespective of whether a Product is partially installed or completed for health and safety reasons, we may charge you for the full cost of installation of that Product, including any additional works that are necessary. We may also recover any losses, costs and/or expenses we have reasonably incurred because of your cancellation. However we will not seek to recover any losses, costs and/or expenses if you have cancelled the Agreement due to our negligent acts or omissions.

**19.7.** You are unable to cancel an order:

**19.7.1.** when the Product has been installed (and you must pay for the Services together with any additional works that have been provided up you upon completion);

**19.7.2.** when the Product has been mixed inseparably with other items after their delivery.

**19.8.** If you are seeking to cancel in accordance with this Agreement, you have to return all Products and equipment delivered to you within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can send the Product and associated equipment back to

us to the address confirmed by us when you let us know that you would like to cancel your order. If you do this, you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for certain Products which can't be posted, please contact our Home Energy Consultants here: [HEC@utilita.co.uk](mailto:HEC@utilita.co.uk)

**19.9.** We don't refund any extra you have paid for express delivery or delivery at a particular time.

**19.10.** If you handle the Product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the Product's condition is not "as new", tags have been removed, the packaging is damaged, or accessories are missing. In some cases, because of the way you have treated the Product, no refund may be due.

**19.11.** We may cancel this Agreement at any time upon giving you written notice if the following events occur:

**19.11.1.** We are unable to perform the Services for any reason which is outside our control;

**19.11.2.** we withdraw the Product and/or Services from sale before provided to you;

**19.11.3.** your payment is declined by your credit card provider or bank, or you otherwise fail our security procedures;

**19.11.4.** you do not, within a reasonable time, provide us with information that is necessary for us to process your order;

**19.11.5.** if you do not allow us access to your Home in order to deliver your order;

**19.11.6.** it is determined that the Product ordered is unsuitable or technically not possible to install as ordered (see clause 7.4) and/or you decline the alternatives offered;

**19.11.7.** it is determined that more equipment or a significant amount of extra work is required, and you decline any extra equipment or work required to facilitate the installation work;

**19.11.8.** your existing infrastructure fails to meet relevant standards/capacity and you do not want new equipment to be installed at your Home;

**19.11.9.** you are under 18 years old;

**19.11.10.** you request delivery outside of the UK;

**19.11.11.** you misuse our website;

**19.11.12.** you provide us with incomplete or incorrect information;

**19.11.13.** you behave in an abusive or offensive manner towards our engineers or other members of staff; or

**19.11.14.** you break the terms of this Agreement.

**19.12.** This Agreement will automatically end if:

**19.12.1.** We no longer hold the relevant licences or consents to perform the Services; and/or

**19.12.2.** We become insolvent or otherwise cease trading.

**19.13.** Unless stated otherwise, any amounts to be refunded to you will be paid within fourteen (14) days of receiving your cancellation request. Our only liability to you for cancellation of this Agreement under clause 19.11 and clause 19.12 will be to refund any amounts that you may have paid to us in advance of a survey and/or the Services. However, we reserve the right to deduct reasonable fees in respect of compensation for any net costs incurred as a result of, for example, you not complying with the Agreement.

## 20. Liability

**20.1.** We do not limit our liability to you for death or personal injury arising out of our negligence or fraudulent misrepresentation, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, defective products under the Consumer Protection Act 1987 or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**20.2.** We are only responsible for foreseeable loss or damage that is caused by our failure to comply with our obligations under this Agreement or where we do not use reasonable skill and care in the delivery of our Services.

**20.3.** If you suffer loss because of our failure under this Agreement, our total combined liability to you for all claims is limited to a maximum of £10,000 for any one event or series of connected events in any 12-month period.

**20.4.** We are not responsible for any loss or damage you incur that:

**20.4.1.** are unforeseeable losses;

**20.4.2.** arise due to any unintentional delays or missed appointments for any of the Services;

**20.4.3.** arose due to existing faults or defects (including manufacturing or design faults and defects) relating to the Products or to the structure, build, design, shape, heating, plumbing, electrics, previous works, or any other part of your Home; or

**20.4.4.** arise due to circumstances that are beyond our reasonable control.

**20.5.** We are not responsible for any indirect, special, or consequential losses you may suffer, including but not limited to any loss of profit, revenue, goodwill, contract, wasted expenses, business losses or disruption to business activities carried out at your Home or otherwise.

**20.6.** You agree to pay us any reasonable costs that we incur as a result of or in connection with:

**20.6.1.** You not being at Home for the scheduled appointment for the Services (unless you have notified us at least 24 hours in advance); and/or

**20.6.2.** You breaking the terms of this Agreement.

**20.7.** You acknowledge and agree that we are not the manufacturer of any of the Product(s) recommended or installed at your Home and are not responsible for the quality or performance of the Product(s) installed. The details of the manufacturer of the Product(s) are set out in your Product Plan. Any warranty provided by the manufacturer of the Product(s) installed at your Home shall be the sole responsibility of that manufacturer. It is your responsibility to read and comply with the terms of the manufacturer's warranty. All other warranties (including fitness for purpose) implied by law or otherwise are excluded to the fullest extent permitted by law.

**20.8.** We are not responsible for any maintenance of the Product(s) installed at your Home, including (without limitation) any annual service requirements.

## 21. Complaints

**21.1.** If you have any question, comment, or complaint regarding any of the Services under this Agreement, please contact us as soon as possible. The quickest way to resolve any issue is to email our Home Energy Consultants at [HEC@utilita.co.uk](mailto:HEC@utilita.co.uk) or call 03301 759 713. Our team will aim to respond to your query over the phone wherever possible. To request a copy of our Complaints Policy, please contact [HEC@utilita.co.uk](mailto:HEC@utilita.co.uk)

**21.2.** If we are not able to resolve your concerns within twenty-four (24) hours of receiving your notification, or if the matter requires further investigation, we will follow the matter up with you via telephone, email, or post to ensure you know what is going on. In all the above cases you should expect to receive a response from us within five (5) working days of the date the matter was originally raised.

**21.3.** If, at any time, you are unhappy with how we have handled your concerns, you may refer it to the Citizens Advice Consumer Service. The Citizens Advice Consumer Service provides free, confidential, and impartial advice on consumer issues. You can find further information on their website at [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

## **22. General**

**22.1.** Any reference to "writing" or "written" shall include email.

**22.2.** We may send you any written notice or other written communication that is needed under to in connection with this Agreement by post or email. This does not apply if we need to serve any proceedings or other documents in any legal action or, if it applies, any other method of alternative dispute resolution.

**22.3.** We may transfer or subcontract any of our rights and obligations under this Agreement to another company. If we do so, your obligations or liabilities under this Agreement will not be affected.

**22.4.** This Agreement 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.

**22.5.** Each party acknowledges and confirms that it does not enter into this Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in this Agreement, save for any fraudulent misrepresentation.

**22.6.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**22.7.** No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**22.8.** If any provision or part-provision of this Agreement 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 this Agreement.

**22.9.** If any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**22.10.** We may revise, change, or add to the Terms from time to time in accordance with any legislative requirements and/or any changes that we decide to make. We will update the Terms and any supporting documentation accordingly. Where possible, we will provide you with 30 calendar days' notice prior to the change taking place. If the change is not disadvantageous, we may update the Terms and update you afterwards or simply place a notice on our website. We recommend that you check out website regularly for updates.

**22.11.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Nothing in this Agreement affects any statutory rights you may have under law.

**22.12.** Each party 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 this Agreement or its subject matter or formation.

**22.13.** Nothing in this Agreement affects any rights you may have by law, including those under the Consumer Rights Act 2015.

# Annex 1 – Gas Boilers

## Overview

We shall arrange for the Services to be carried out which include the supply and installation of a gas boiler and associated equipment and accessories (the “**Gas Boilers**”), as agreed in your Product Plan.

## Ordering Process

1. If you are interested in having a Gas Boiler installed in your Home, you can visit our website here: [www.home.utilita.co.uk](http://www.home.utilita.co.uk) and complete an online form about your Home and current boiler. We will contact you within 7 days to discuss your enquiry and next steps in the ordering process.
2. In most cases, you will be emailed a quote and prompted to book a virtual survey appointment which is conducted over Microsoft Teams – an email will be sent to you with a web-link. In order to take part in the virtual survey, you will require a smart mobile phone or video capability. The virtual survey will help us assess if we can progress with your order and assess whether any amendments need to be made to your initial quote.
3. Following the virtual survey, we will email you with your Product Plan which will detail, among other things, your full Product details, and payment options.
4. Once we have received full payment for in accordance with your Product Plan, we will confirm your installation date.

## Delivery and installation

5. We shall arrange for the supply and installation of the Gas Boiler and associated equipment (as stipulated in your Product Plan) at your Home on the installation date set.
6. We shall use all reasonable endeavours to ensure that we, our Subcontractors or Representatives arrive on the installation date and time stipulated. Time shall not be of the essence in respect of the installation date.
7. Upon completion, we, our Subcontractors or Representatives, will take photos of the installed boiler and provide you with boiler instructions and pass over all manufacturer warranty documentation, together with gas safe certificates where applicable.

## Charges and payment

8. In consideration of us supplying and installing your Gas Boiler at your Home, you agree to pay the amounts due as stipulated in your Product Plan, together with any additional amounts as notified and agreed by you in accordance with these Terms.
9. Full payment of the amount stipulated in your Product Plan, together with any additional amounts as notified and agreed by you, must be paid prior to the date of installation.

## Title, risk, and insurance

10. The Gas Boiler shall at all times remain the property of Utilita Home until full payment has been made by you. You shall have no right, title, or interest in or to the Gas Boiler until full payment has been made.
11. You shall give immediate written notice to us in the event of any loss, accident or damage to the Gas Boiler arising out of or in connection with your possession or use of the Gas Boiler until full payment has been made.
12. You acknowledge that we shall not be responsible for any loss of or damage to the Gas Boiler arising out of or in connection with any negligence, misuse, mishandling of the Gas Boiler or otherwise that has been caused by you.

## Guarantee

13. We warrant that the Gas Boiler shall substantially conform to its specification (as made available by us), be of satisfactory quality and fit for any purpose held out by us.
14. Where the Gas Boiler comprises or contains equipment or components which were not manufactured or produced by us, you shall be entitled only to such warranty or other benefit as we have received from the manufacturer. No extended guarantees or warranties will be provided.
15. In accordance with clause 12 of these Terms, you will receive the benefit of our Workmanship Guarantee for a period of 12 months from the date the Gas Boiler is fully installed at your Home (the “**Guarantee Period**”).
16. Our Workmanship Guarantee covers workmanship where the Gas Boiler was not installed in accordance with the manufacturer’s instructions for the duration of the Guarantee Period only.

## Limitation of liability

**17.** When fitting a Gas Boiler into your Home, where upgrades are required, we may need to pressurise the system which could lead to damage of existing pipework and/or radiators. We provide no guarantee for the system and only provide the manufacturer's guarantee in relation to the Gas Boiler.

**18.** If we, our Subcontractors and/or Representatives are required to carry out a power flush, we may need to use high pressure which could cause damage to existing pipework and/or radiators. We provide no guarantee that the existing boiler system can withstand the high pressure and accept no liability for any damage caused following a power flush.

**19.** We shall not be liable for workmanship under the Workmanship Guarantee where:

**21.1** any radiators are not getting hot all over (unless we have carried out a full heating installation and power flush); and/or

**21.2** any buried pipework or fittings which have not been installed by us, our Subcontractors or Representatives, for example a hot water pipe which is leaking under a concrete floor; and/or

**21.3** the gas supply has been altered following installation of the Gas Boiler or the central heating system has been drained (for whatever reason) following installation; and/or

**21.4** an inhibitor has been removed or where electrical works have directly affected the installed appliance, for example if the PCB became damaged.

## Annex 2 – Solar Panels and Battery

### Overview

We shall arrange for the Services to be carried out which include the supply and installation of solar panels and associated equipment and accessories (“**Solar Panels**”), as agreed in writing pursuant to Product Plan.

### Ordering process

1. If you are interested in having Solar Panels installed in your Home, you can visit our website here: [www.home.utilita.co.uk](http://www.home.utilita.co.uk) and complete an online form about your Home. We will contact you within 7 days to discuss your enquiry and next steps in the ordering process.
2. You will then be prompted to book an appointment with our design team. This is a virtual survey appointment which is conducted over Microsoft Teams – an email will be sent to you with a web-link. In order to take part in the virtual survey, you will require a smart mobile phone or video capability. The virtual survey will help us assess if we can progress with your order and assess whether any amendments need to be made to your initial quote and provide you with your design.
3. Following the virtual survey, assuming your Home is suitable, you will then be offered to book an appointment for a Home survey.
4. Following the Home survey, assuming your Home is suitable, you will then be sent your Product Plan which will detail, among other things, the full product and design details and your payment options.
5. We will then liaise with you and confirm your installation date.

### Delivery and installation

6. We shall arrange for the supply and installation of the Solar Panels at your Home on the installation date set.
7. We shall use all reasonable endeavours to ensure that we, our Subcontractors, or our Representatives arrive on the installation date and time stipulated. Time shall not be of the essence in respect of the installation date.
8. Upon completion, we, our Subcontractors, or our Representatives may take photos of the installed Solar Panels and leave you with any Solar Panel instructions and manufacturer warranty documentation that is available at that time.

### Charges and payment

9. In consideration of us arranging for the supply and installation of Solar Panels at your Home, you agree to pay the amounts due as stipulated in your Product Plan, together with any additional amounts as notified and agreed by you in accordance with these Terms.
10. Full payment of the amount stipulated in your Product Plan, together with any additional amounts as notified and agreed by you, must be paid in accordance your Product Plan.

### Title, risk, and insurance

11. The Solar Panels shall at all times remain the property of Utilita Home until full payment has been made by you. You shall have no right, title, or interest in or to the Solar Panels until full payment has been made.
12. The risk of loss, theft, damage, or destruction of the Solar Panels shall pass to you on delivery of the Solar Panels to your Home. The Solar Panels shall remain at your sole risk while the Solar Panels are in your possession, custody, or control until such time as the Solar Panels are either redelivered to Utilita Home or title passes to you upon full payment.
13. You shall give immediate written notice to us in the event of any loss, accident or damage to the Solar Panels arising out of or in connection with your possession or use of the Solar Panels until full payment has been made.
14. Where you have a landlord, you shall ensure that prior to the installation of any the Solar Panels, that you have obtained from the landlord (where applicable) a suitable lease of roof space and air directly above your Home for the purposes of the installation and use of the Solar Panels, and shall provide a copy of such lease to us upon request.
15. In addition, and without prejudice to the above, where you have a landlord you shall ensure, prior to the installation of any of the Solar Panels, that you have obtained from the landlord, landlord consent and a suitable licence allowing us, our Subcontractors and/or Representatives, to carry out works to your Home to complete the installation of the Solar Panels.
16. You acknowledge that we shall not be responsible for any loss of or damage to the Solar Panels arising out of or in connection with any negligence, misuse, mishandling of the Solar Panels or otherwise caused by you.

## Guarantee

**17.** We warrant that the Solar Panels shall substantially conform to its specification (as made available by us), be of satisfactory quality and fit for any purpose held out by us.

**18.** Where the Solar Panels comprises or contains equipment or components which were not manufactured or produced by us, you shall be entitled only to such warranty or other benefit as we have received from the manufacturer. No extended guarantees or warranties will be provided.

**19.** In accordance with clause 12 of these Terms, you will receive the benefit of our Workmanship Guarantee for a period of 24 months from the date the Solar Panels are fully installed at your Home (the "**Guarantee Period**").

**20.** Our Workmanship Guarantee covers workmanship where the Solar Panels were not installed in accordance with the manufacturer's instructions for the Guarantee Period only.



## Annex 3 – Electric Vehicle Chargers

### Overview

We shall arrange for the Services to be carried out which include the supply and installation of electric vehicle chargers and associated equipment and accessories (“**EV Charger**”), as agreed in writing pursuant to Product Plan.

### Process

1. If you are interested in having an EV Charger installed in your Home, you can visit our website here: [www.home.utilita.co.uk](http://www.home.utilita.co.uk) and complete an online form about your Home. The options available to you will be based on those most suitable for your vehicle. We will contact you within 7 days to discuss your enquiry and next steps in the ordering process.
2. You will be required to complete a pre-qualifying questionnaire which requires details such as your full name, address, email address, mobile phone number, whether you have off street parking available, and make and model of vehicle.
3. In most cases, you will then be prompted to book a digital survey requesting you to provide details such as the proposed positioning of the EV charger and also to provide photos of your meter configuration to help determine what equipment is required ahead of installation. A technician will then review this to establish whether any further information is required and whether a site survey is required.
4. Once we are satisfied your Home is suitable for an EV charger to be installed, we will provide you with your Product Plan.
5. Please note, we reserve the right to re-assess your Home prior to carrying out the installation and if for whatever reason, it is deemed unsuitable, installation may not go ahead.
6. We will do all the necessary background checks and notifications including communicating with the Distribution Network Operator (DNO). As an EV charger draws more electricity, this impacts the local network capacity and therefore in some situations, the DNO needs to be notified so that they can carry out an assessment to ensure safe and reliable electricity distribution. Should the DNO need to be notified, we will send an application to the DNO on your behalf and keep you updated on the progress and expected timescale for installation (if permitted).

7. If the DNO application is successful, we will notify you of an installation date. If the DNO application is denied or remedial work is required, we will communicate the necessary steps with you in order to proceed with your order. You are responsible for carrying out any remedial work at your property and once the remedial work has been completed, you must notify us and provide evidence (submitting photos) so we can then approve the order.

### Delivery and Installation

8. Once you have been provided with your Product Plan and any applicable DNO application has been approved, an installation date shall be arranged.
9. We shall use all reasonable endeavours to ensure that we, our Subcontractors, or our Representatives arrives on the installation date and time stipulated. Time shall not be of the essence in respect of the installation date.
10. Upon arrival, we, our Subcontractors or Representatives will carry out a pre-assessment and subject to your Home being suitable for the install, proceed to install your EV Charger ensuring it meets BS7671 standards.
11. If your Home is not suitable for the EV charger to be installed, we will notify you of the reasons for this and provide you with information on how this can be rectified.
12. Upon completion, we, our Subcontractors, or our Representatives may take photos of the installed EV Charger and leave you with any instructions and manufacturer warranty documentation that is available at that time.

### Charges and Payment

13. In consideration of us supplying and installing your EV Charger at your Home, you agree to pay the amounts due as stipulated in your Product Plan, together with any additional amounts as notified and agreed to by you in accordance with these terms and conditions.
14. Full payment of the amount stated in your Product Plan, together with any additional amounts as notified and agreed to by you, must be paid in accordance with your Product Plan.

## Title, risk, and insurance

15. The EV Charger shall at all times remain the property of Utilita Home until full payment has been made by you. You shall have no right, title, or interest in or to the EV Charger until full payment has been made.

16. The risk of loss, theft, damage, or destruction of the EV Charger shall pass to you on delivery of the EV Charger to your Home. The EV Charger shall remain at your sole risk while the EV Charger is in your possession, custody, or control until such time as the EV Charger is either redelivered to Utilita Home or title passes to you upon full payment.

17. You shall give immediate written notice to us in the event of any loss, accident or damage to the EV Charger arising out of or in connection with your possession or use of the EV Charger until full payment has been made by you.

18. Where you have a landlord, you shall ensure that prior to the installation of the EV Charger, that you have obtained prior consent from the landlord allowing us, our Subcontractors and/or Representatives, to carry out works to your Home to complete the installation.

19. You acknowledge that we shall not be responsible for any loss of or damage to the EV Charger arising out of or in connection with any negligence, misuse, mishandling of the EV Charger or otherwise caused by you.

## Guarantee

20. We warrant that the EV Charger shall substantially conform to its specification (as made available by us), be of satisfactory quality and fit for any purpose held out by us.

21. Where the EV Charger comprises or contains equipment or components which were not manufactured or produced by us, you shall be entitled only to such warranty or other benefit as we have received from the manufacturer. No extended guarantees or warranties will be provided.

22. In accordance with clause 12 of the Terms, you will receive the benefit of our Workmanship Guarantee for a period of 12 months from the date the EV Charger is fully installed at your Home (the "**Guarantee Period**").

22. Our Workmanship Guarantee covers workmanship where the EV Charger was not installed in accordance manufacturer's instructions for the duration of the Guarantee Period only.

## Limitation of liability

24. Upon the successful installation by us of an EV charger in your Home, you agree to notify your home insurance provider of this installation and its location and ensure you are adequately insured.

25. We shall not be liable for any loss or damage to your Home following installation of the EV charger, unless such loss or damage is caused by us failing to comply with our obligations under this Agreement.