



Our terms and conditions



Our terms and conditions

Please ensure that You read these terms and conditions carefully, as it contains both helpful and important information about the Installation of Improvements included in Your Agreement. If You think that there is a mistake or require any changes to Your Agreement, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between You and Us. If You wish to simply talk to Us about Our terms and conditions, please don't hesitate to contact Us on **0333 323 1404**.

YOUR ATTENTION IS DRAWN TO CONDITIONS 7, 13.4 AND 13.8 WHICH PLACE LIMITS ON OUR LIABILITY TO YOU.

These terms and conditions are separated into the following sections

1. Key Terms
2. Definitions
3. Quotation and Agreement
4. The Installation
5. Payment
6. Intellectual Property Rights
7. Limitation of Liability
8. Insurance
9. Your Cancellation Rights
10. Our Cancellation Rights
11. Raising a Complaint
12. Dispute Resolution
13. Boiler Installation Specific Terms
14. Solar PV and Battery Storage Specific Terms

1. Key Terms

Agreement

1.1. The **Agreement** means both these terms and conditions and the Customer Agreement. The Customer Agreement contains;

- a. the agreed Improvements, and if required Additions; and,
- b. the cost to You for Us to provide those Improvement and if required Additions at the Property detailed in the Customer Agreement; and,
- c. the agreed Payment Schedule.

Together they form a legally binding contract between You and Effective Home.

Payment

1.2. The Payment Schedule is detailed in Your Customer Agreement and below We set out the timing of those payments in more detail.

- a. Deposit payments are due at the point the Customer Agreement is signed by You.
- b. Finance We arrange with You, will be paid directly to Us from the lender following satisfactory completion of the work.
- c. Pre-Install payments must be paid to Us before We install the Improvements at Your Property.
- d. Any final payment must be made to use before We provide Our customer handover pack containing such information as the warranties and any relevant certification.

1.3. All payments can be made by credit or debit card by contacting Our payment team on 0333 323 1404. Alternatively, You can pay by cheque. Please make cheques payable to Effective Heating Ltd. and post to Effective Home, Unit 1, Crompton Business Park, Crompton Road, Doncaster, DN2 4PA. Once the measures are fitted and paid for, they will become part of the Property and as such belong to the Property owner.

Installation

1.4. It's important that on the day of install We have safe, unrestricted access to all relevant areas of Your Property where the Improvements are being fitted. You must ensure that all relevant lofts, airing cupboards, garages outside walkways and work areas are clear and free of obstruction to allow Our teams to carry out the agreed works. If You are in any doubt as to the level of access required for Your specific work, please contact Your Surveyor or the office on 0333 323 1404.

1.5. Within these terms and conditions, We include Improvement specific sections, please ensure You familiarise yourself with the relevant section(s).

Personal Data

1.6. Any personal data that You share with Us will be processed in accordance with relevant data protection laws, namely the General Data Protection Regulation. Full details can be found within Our privacy notice in which We set out:

- a. What Personal data We may hold
- b. What We will do with that data and who We might need to share it with
- c. How long We may hold that data for
- d. Your rights regarding Our processing of that data

The most recent version of Our Privacy Policy can be found on Our website www.effectivehome.co.uk.

Standard of Service

1.7. If We fail to meet the standard of service that You reasonably expect, We want to hear from You so We can try and put it right. You can contact Us by email; sales@effectivehome.co.uk, telephone; 0333 323 1404, or in writing; Effective Home, Unit 1, Crompton Business Park, Crompton Road, Doncaster, DN2 4PA. We aim to have all complaints resolved within 14 working days. If the complaint is of a serious nature (i.e. a safety issue) the issue will be escalated with a view to resolving the issue (or at least, the safety risk) within 24hrs.

Cancellation

1.8. You can cancel this Agreement up to 14 days after the day any goods are delivered to You (the "**Cancellation Period**").

You can ask Us to start work before the Cancellation Period ends by signing the waiver in the Customer Agreement. If You do this and then cancel within the Cancellation Period, We will charge You Our reasonable costs for:

- a. Any work already carried out; and
- b. Any goods installed into your property.

We can deduct our costs from any deposit You have paid or bill You for them.

You will not be able to cancel once work is fully completed.

If You wish to cancel You can call us on 0333 323 1404 or You can use the notice to cancel form located at the end of this Agreement.

2. Definitions

In this Agreement the following expressions will have the following meanings:

Additions: Goods and services being offered as part of the Customer Agreement that are not standard inclusions in Our Installation of Improvements.

Agreement: As set out in Condition 1.1

Agreement Date: The date in the Customer Agreement.

An event outside Our control: Any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks and or major disruption to transport networks.

Cancellation Period: As set out in Condition 1.8.

Customer Agreement: The document named Customer Agreement that contains the list of Improvements, their costs and Payment Schedule.

ECO Funding: Funding made available as part of the Energy Company Obligation legislation for qualifying properties, applicants and Improvements to reduce the cost of those Improvements to the homeowner.

Installation: The Installation of Improvements and Additions to be carried out by Us as detailed in the Customer Agreement.

Intellectual Property Rights: Patents, rights to inventions, copyright and related rights, trademarks, trade names, rights in goodwill or to sue for passing off, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for

and renewals or extensions of such rights and all similar or equivalent rights.

Improvements: The goods and services being offered as part of the Customer Agreement.

Payment Schedule: Is detailed in the Customer Agreement and sets out when We expect payments to be made by You to Us, and if You have chosen to pay an amount by finance.

Property: The domestic Property detailed in the Agreement where the Installation is to be undertaken.

Quotation: Our proposed cost to You for Us to provide the Improvements detailed in the Customer Agreement prior to You and Our acceptance of the Agreement. This Quotation is valid for 14 days after Agreement Date at which point You should contact Us to confirm if You need a new Quotation.

Survey: A detailed technical review of the suitability of Your Property for a given Improvement.

We or Us or Our: means Effective Home as appropriate. Effective Home is a trading name of Effective Heating Limited, whose Registered Office is 1 Boston Road, Leicester, Leicestershire, LE4 1AA. Company number 10441082.

You or Your: will refer to the domestic customer, being the person, whose name and address is shown in the Agreement.

3. The Quotation and Agreement

3.1. This Agreement is a legal offer which is only made once You return a signed Customer Agreement to Us.

3.2. Any estimated costs of the Installation of Improvements provided before any Survey is carried out are subject to a Survey being carried out and We reserve the right to amend those estimated costs if any additional costs are identified as part of that Survey. We will contact You to arrange the Survey which will be carried out at Our cost prior to the start of any Installation.

3.3. We reserve the right to refuse, amend or withdraw the Quotation and/or this Agreement at any time prior to it being accepted by You and agreed by Us.

3.4. If following the acceptance of the Agreement We identify additional costs that We could not have reasonably known about that are not Our fault, We will notify You in writing. Such work may include but is not limited to lifting floorboards, removing cupboards or discovery of asbestos. If this work requires additional costs material to this Agreement, You or We may cancel this Agreement in writing. If in this scenario You choose to continue, the additional work will be subject to the terms of a different Agreement and may require additional consents which You will need to provide Us with copies of.

3.5. If any part of this Agreement is found to be invalid, illegal or unenforceable by any court of law or other regulatory or competent body, that part(s) shall not form part of this Agreement. This will not affect any other part of this Agreement.

3.6. Notices required under this Agreement will be in writing and delivered by hand, sent by post or email (where provided and permitted). We will send notices to Your billing address. The notice shall be deemed to have been received 5 working days after We have sent it unless We receive evidence to the contrary. When writing in please send postal notice(s) to Effective Home, Unit 1, Crompton Business Park, Crompton Road, Doncaster DN2 4PA or email Us at sales@effectivehome.co.uk

3.7. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than You or Us shall

have any rights under it.

3.8. If any part of this Agreement is found by any court to be 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 Condition 3.8 shall not affect the validity and enforceability of the rest of this Agreement.

3.9. This Agreement and any disputes arising from it will be governed by either the laws of England and Wales in the exclusive jurisdiction of the Courts of England and Wales if the Property is in England or Wales; or the laws of Scotland in the exclusive jurisdiction of the Scottish Courts if the Property is in Scotland.

3.10. The headings in this Agreement are for Your guidance only and do not affect the interpretation.

4. The Installation

4.1. If You are a tenant or You do not own Your Property, You will need the owner's or landlord's permission before You can authorise the Installation of Improvements. We require written evidence from Your Landlord that such permission has been granted.

4.2. If You are a landlord then You must inform Your tenants before We carry out any Installation at the Property, and Your tenants must be aware of the access We are going to require.

4.3. In the event that We carry out unauthorised works at the Property, due to:

- a. You having failed to obtain consent or permission; and/or
- b. You having given false or inaccurate information as to the same;

then You will compensate Us for any losses suffered by Us as a result of the work being unauthorised (provided that the losses were reasonably foreseeable to You). Losses that are covered under this Condition 4.3 are penalties or fines that We suffer as a result of the work being unauthorised; costs associated with remediation and/or dismantling works that We are required to carry out (including personnel and materials costs); and costs that We suffer associated with us having to obtain the correct licences and/or authorisations (including personnel time and legal costs).

4.4. You may need to get planning permission and/or listed buildings consent from Your local planning authority. If Your Property has a mortgage, then You may also need to get permission from Your mortgage provider. These permissions are to be gained at Your cost. We cannot continue with the Installation and/or Improvements without these permissions and cannot take any responsibility if they are not available or become withdrawn. We require that You tell Us as soon as possible if this becomes the case. We may then cancel the contract within the terms of this Agreement if We find out that the permissions are not in place and sums may become due and payable under Condition 4.3 (as determined by Us acting reasonably at all times).

4.5. If the Installation is suspended due to a lack of relevant consents or permissions, other than because of Our negligence or breach of this Agreement for the Installation, You will compensate Us for the cost of any works undertaken and materials supplied as part of the Installation as at the date of suspension (including personnel and professional costs and contractor fees).

4.6. You will be responsible for notifying Your buildings insurer in respect of any works undertaken or installed under these terms. We are not liable for any costs incurred as a result of Your failure to notify Your buildings insurer.

4.7. All the installers and subcontractors that We use will be suitably certified for the Improvements they are installing.

4.8. Unless otherwise stated in writing, We will be entitled to carry out the Installation in stages. Unless otherwise stated in writing, the Installation will be carried out:

a. During normal working hours (08:00 to 20:00 Monday to Friday);

b. Where in Our opinion a condition exists, which would prevent Us carrying out the Installation in a safe and/or efficient manner, We may ask You to remedy the condition(s) at Your own cost before We proceed. We will not be responsible for any losses caused by any resulting delay. If You do not remedy the condition(s) within a reasonable period, to Our satisfaction, this will be considered as a denial of access by You as set out in Condition 10.1.e.

c. With the opportunity for continuous work during the times set out above. If You deny Us this opportunity at any time, You must pay any additional costs incurred by Us as a result of any delays caused which are reasonably attributable to Your default under this Condition 4.8 [c].

4.9. Any times or dates given by Us for the carrying out of the Installation are given in good faith but are approximate only. However, time shall not be of the essence to the date and time of performance of the services. We (or Our sub-contractors or agents) cannot be held responsible for delays that occur due to Your actions or due to an event outside Our control. In such, We may be forced to cancel appointments at late notice. In such circumstances, We will agree an alternative date to carry out the Installation and We will not incur any liability for such delay such as loss of earnings or costs that another party enforces on You for any delays.

4.10. We will not be responsible for delay due to lack of instructions by You or by Your agent. If any such delays involve an expense to Us, You will pay that expense.

4.11. You will provide adequate facilities for economical execution of the Agreement. These will include access to the Property, power, water and toilet facilities.

4.12. The installers may perform a site assessment to look for any potential health and safety risks and they will not start work if there are any risks to health. If this assessment details any reasonable preparation work from You then this will need to be completed before the work starts. The installers will not work unless there is a person over 18 years old at the Property. We can adjust the specification of works if required for legal conformance or to avoid a safety risk.

4.13. In the event that We are required to provide additional pre agreed works for Your improvement these will be charged at £60 inc. VAT per hour per fitter and excluding materials.

4.14. If during the progress of the Installation any hazardous materials (including asbestos) are encountered which could not have been reasonably identified by Us prior to their discovery, We will let You know. We will withdraw Our staff immediately from the Property until the Property is made safe. Removal of hazardous material is Your responsibility. Where You request removal of the hazardous materials to be undertaken by Us or Our approved contractor, costs will be charged to You in addition

to the agreed contract price and will subject to the terms of a different Agreement. If You have had the hazardous materials removed independently, You must, in the case of asbestos, provide Us with a clean-air certificate before We continue with the Installation. If the hazardous material is not removed Our rights of cancellation in Condition 10 apply.

4.15. We will make good any damage to the fabric of the Property caused by Us as a result of the delivery of Our goods and services unless You specify in writing that this should not be done. Once the Installation is complete and whilst the Installation team are on-site, You will be required to check the work and complete a certificate of completion promptly.

5. Payment

5.1. The Payment Schedule is detailed in Your Customer Agreement and Conditions 1.2 and 1.3 set out the expected timings of these payments in more detail.

5.2. Effective Home can offer ECO Funding for all eligible Improvements and to householders in receipt of certain income-related benefits. We will have already assessed if You are eligible for these subsidies before issuing You this Agreement, but if You have any questions about ECO Funding please don't hesitate to contact Us on 0333 323 1404.

5.3. All prices quoted or provided in Your Customer Agreement are inclusive of VAT at the applicable rate.

5.4. If You chose to use a finance product from one of Our lending partners to pay for or contribute to the cost of Your improvement(s), this will be subject to an additional credit Agreement.

6. Intellectual Property Rights

6.1. This Agreement is not intended to transfer any Intellectual Property Rights from Us to You.

6.2. Aside from Intellectual Property Rights already owned by third parties, all Intellectual Property Rights associated with the Improvements and the Installation shall be owned by Us.

6.3. You have no Intellectual Property Rights in, or to the Improvements and/or the Installation other than the right to make use of them in accordance with this Agreement.

7. Limitation of Liability

7.1. If We fail to comply with this Agreement, We are responsible for loss or damage You suffer that is a foreseeable result of our breach of this Agreement or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the Agreement Date.

7.2. Nothing in this Agreement shall limit or exclude Our liability for:

- a. death or personal injury caused by Our negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any other provision which is not permitted to be limited or excluded by law.

7.3. Subject to Conditions 7.1 and 7.2, We shall not have any liability to You in respect of damage caused by or in respect of scaffolding including but not limited to loss of satellite signal caused by scaffolding.

7.4. We only supply the Improvements and the Installation for domestic and private use. You agree not to use the same for any commercial or business purpose and We have no liability to You for any loss of profit, loss of business, business interruption or loss of business opportunity.

8. Insurance

8.1. If You would like details of the insurances that We maintain, please contact Us in accordance with Condition 3.6.

9. Your Cancellation Rights

9.1. We or Our appointed installer will contact You directly to confirm appointments and You can change or cancel with Us, but this must be no later than within 24 hours of the appointment.

9.2. If less than 24 hours' notice is given to cancel the Installation or Survey appointment, We may charge You for reasonable costs that We or the installer has incurred up to a maximum of £100.

9.3. If You do cancel within the Cancellation Period You must provide Us with reasonable access to recover any goods supplied and We will refund any monies due within 14 days after the date that You informed Us of Your decision to cancel the contract.

9.4. You can also cancel after this period if there is a requirement for any unforeseen additional work as detailed within Condition 4 - Installation, or there is a severe or unreasonable delay to the Installation which is not caused by You or an event outside Our control.

9.5. In the event that You cancel after expiry of the Cancellation Period but before work is fully completed, We reserve the right to charge a pro rata abortive fee for any work carried out, or specific materials procured in accordance with the Installation up to the point of receipt of Your cancellation notification.

9.6. If You have a credit Agreement and You cancel or become ineligible for Your credit Agreement at any point during the delivery of Our goods and services, Our Customer Agreement is still enforceable, and You will need to make other arrangements to pay for Your improvement(s). If You do wish to continue and We accept Your alternative method of payment, the Installation shall continue under the terms of this Agreement and not those of the credit Agreement. If You do not wish to continue You must pay Us a pro rata abortive fee for any goods and/or services We have already provided to You up until the time of cancellation and then Your Agreement will come to an end. We will, if applicable, return any advance payment You have already made to Us if it exceeds the amount of this fee.

9.7. If You want to cancel Your Installation Agreement, You may use the form at the bottom of these terms and conditions if You wish. Cancellation is deemed to have started once the notice has been posted or sent by email to sales@effectivehome.co.uk. Effective Home can be contacted on 0333 323 1404 at any time to discuss the cancellation process.

10. Our Cancellation Rights

10.1. We may cancel Your Agreement in following circumstances:

- a. If You have given Us false information which results or may result in Our suffering material loss or damage or being in breach of the law
- b. If You do not pay the agreed contract price
- c. If You seriously breach this Agreement
- d. If any issues arise which We deem appropriate in the

interest of Health and Safety which We could have not reasonably known about prior to Installation.

- e. If You do not give Us reasonable access to Your Property.
- f. If additional work that We tell You is needed has not been completed.
- g. If You have breached the terms of Your Agreement.
- h. If You no longer own or occupy Your Property.
- i. An event outside Our control means We are not reasonably able to carry out the Installation.
- j. If this Agreement is subject to ECO Funding being available but prior to or at the time of Installation that ECO Funding previously available is changed or withdrawn.
- k. An event outside Our control that means We are not reasonably able to carry out the Installation at the agreed price.
- l. We also have the right to cancel the Agreement should it be identified that at the point of Installation You are not in receipt of the correct qualifying benefits required, to obtain the ECO Funding, that would have funded the Installation.

10.2. If We cancel this Agreement but there are charges that You are due to pay to Us, You will remain responsible to pay these reasonable charges.

10.3. If We cancel the Agreement for any of these reasons, We will discuss other options with You including refunding any sums You have paid in advance for goods and services not yet provided.

11. Raising a Complaint

11.1. If You wish to make a complaint, You can contact us in one of the following ways:

- a. By telephone to 0333 323 1404
- b. By email to sales@effectivehome.co.uk
- c. In writing to Effective Home, Unit 1, Crompton Business Park, Crompton Road, Doncaster, DN2 4PA

11.2. Upon receiving a complaint, We will acknowledge it in writing within 5 working days, giving You the name and contact details of the person investigating it.

11.3. Should We receive a complaint from a third party, We will contact You in the first instance to ensure that You have given permission for this third party to be calling on Your behalf.

11.4. We will keep You informed about the progress of the investigation. We aim to have all complaints resolved within 14 working days unless We agree on a different time scale with You. If the complaint is of a serious nature (i.e. a safety issue) the issue will be escalated immediately with a view to resolving the issue (or at least, the safety risk) within 24 hours. Upon reaching a satisfactory resolution, You will receive a letter outlining;

- a. Details of the findings;
- b. Our proposals to resolve Your complaint; and
- c. Any action We have taken

11.5. We will endeavour to contact You 7 days from the resolution letter being sent out to ensure that You are fully satisfied with the steps that have been taken to resolve the complaint.

11.6. Although Our team are fully trained in handling any issues that may arise, if at this point, or at any other stage of the process, You feel unhappy with the way Your complaint is being handled, Your complaint will be escalated to the senior department manager and the resolution process will continue until a satisfactory outcome is reached.

11.7. We reserve the right to determine how any complaint should be resolved and may refuse to complete the full complaints procedure for vexatious complaints.

12. Dispute Resolution

12.1. As Effective Heating Ltd. is a Which? Trusted Trader, there is an additional layer of protection available to Our customers. In the unlikely event that You feel that Your complaint has still not come to a satisfactory resolution, You can contact the Dispute Resolution Ombudsman to independently investigate Your concerns. More information can be found at <https://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>



12.2. Effective Heating Ltd. is certified by HEIS for the install of Solar PV. You can contact them to discuss Your complaint if We have failed to come to a satisfactory resolution regarding Your Solar PV.

12.3. Where You have a complaint regarding financial services We have offered, and You are not satisfied with Our resolution or 8 weeks have passed, You have the right to refer Your complaint within 6 months of Our response to the Financial Ombudsman Service (FOS). Their details are shown below.



The Financial Ombudsman Service Exchange Tower, London, E14 9SR

Tel: 0800 023 4567,

Email: complaint.info@financial-ombudsman.org.uk

Further information can be obtained from the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk

13. Boiler Installation Specific Terms

13.1. If additional work is being carried out, i.e. if the flue needs relocating or new pipework is needed, this work may cause superficial damage to wall coverings, paint etc. Although reasonable effort will be made to avoid such damage, there may be a need to redecorate certain areas once the work is completed. This is not included within the costs detailed in the Customer Agreement and You will be responsible for this.

13.2. The installation of a new boiler may require the removal of existing brick work which will require new replacement bricks in order for us to make good. When making good brick work We will offer three types of bricks for You to choose from for Your Property. If You would prefer to supply Your own bricks, these must be on site prior to work commencing.

13.3. If it is necessary to remove or alter fixed furniture (e.g. kitchen units) or flooring, You should arrange for a specialist contractor to carry out such works. We will endeavour to give notice if such works are required. If You instruct Us to carry out such works, We will not be held liable for any resulting damage to the furniture or flooring or surrounding area, reinstatement or making good. Certain areas may need redecoration, repair, restoring or re-fixing once the Installation(s) has been completed and is not included in the agreed contract price. Replacement of flooring will be Your responsibility and at Your cost.

13.4. This Condition 13.4 is subject to Condition 7.1. No guarantee can be given on the integrity or suitability of any existing components being connected to and We cannot be held responsible for the failure of any such components or defects existing within any part of the original system i.e. seals, radiators, pipework, showers, taps etc. Where products are connected to

existing hot and cold-water pipes, tanks, seals or cisterns, the Installation is based on the assumption that the existing plumbing system is in satisfactory condition.

We will not be liable for

- a. the cost of repairing or replacing parts of Your existing system which develop faults after We carry out the installation works; or
- b. any damage that is caused as a result of the system being faulty;

unless We have been negligent by way of not having foreseen that such damage may occur or We have been negligent in carrying out the installation.

In this Condition 13.4 references to "Faults" or "Faulty" include, but are not limited to, potential increases in hot and/or cold-water pressure in the Property as a result of changing the boiler which may affect existing seals within connected components causing damage to those seals and connected components, and damage due to leakage and/or flooding.

13.5. As it is necessary that all pipes are accessible, We will not normally bury them in solid floors or walls and pipes will be exposed in these situations. Boxing in of pipework is not included unless specifically detailed.

13.6. Where combination boilers are fitted, You may find that the flow rate of Your hot water will be reduced if more than one tap or outlet is used simultaneously. This is not a fault and is a characteristic of most combination boilers due to absence of a hot water tank. If You report this as a fault to Us We may not attend Your Property should it be clear that no fault is present on the goods and services We have provided.

13.7. As water supply rates into Your Property can be variable over time, We cannot be responsible for Your central heating system failing to function properly because Your water supply rate into Your Property becomes inadequate or variable. We will not be held liable for the flow rates to Your Property and/or heating system.

13.8. This Condition 13.8 is subject to Condition 7.1. Condensate pipes in many cases take condensed water vapour collected in the flue and discharge it outside Your Property. If these are located in unheated or external areas, they can freeze in extreme weather. We will not be liable for any costs You incur to defrost a frozen condensate pipe should this happen unless We have been negligent by way of not having foreseen that such damage may occur or We have been negligent in carrying out the installation. You may find links to advise on this and other common heating system faults on Our website.

14. Solar PV and Battery Storage Specific Terms

14.1. Module and inverter brands/models are subject to availability from suppliers; therefore, We reserve the right to substitute for suitable alternative equipment if stocks are depleted. You will be consulted before the Installation.

14.2. The performance of solar systems is impossible to predict with certainty due to the variability in the amount of solar radiation (sunlight) from location to location and from year to year. The contract You are signing is for the supply of goods only and any performance figures We have given You should be used for illustration purposes only. Any estimate of performance is done so using industry standards. However Effective Home will

guarantee Our 1st year estimate of performance made. In order to qualify for this guarantee the system must be fully operational without interruptions.

14.3. We are members of the HIES Consumer Code Scheme (HIES), authorised by the Flexi-Orb Scheme (FO) and the Financial Conduct Authority (FCA), and uphold the highest ethical, technical and professional standards in all Our dealings with Our customers. If You are not satisfied with any aspect of Our service, please let Us know immediately and We will do Our utmost to resolve the issue as quickly as possible since We want You to be delighted with Your choice of Effective Home Limited as the provider of Your solar panel system.

14.4. We will:

- a. Carry out the works in accordance with the contract, subject to any alterations as mentioned above
- b. Carry out the works in accordance with the HIES Consumer Code
- c. Supply goods that are in conformity with this contract in accordance with Our legal duties
- d. Use all reasonable endeavours to complete the work in accordance with the timetable agreed with You and in any event within a reasonable time from the conclusion of this contract.

14.5. The amount of time needed to complete the works will depend on the system You have chosen. Our Installation team will normally install a 4kW system in one day on a standard roof. However, Installation may take longer if a roof has a complex design, if We need to source new equipment, or if We need to repair or replace faulty equipment.

14.6. We will remove any building rubble and Our waste from Your site and make good any damage caused by Us. Any damage not made good (such as a leak in the roof which only becomes apparent when it first rains after the Installation) must be reported in writing or by email to Us immediately upon discovery to prevent further potential damage. We are not responsible for the cost of repairing any pre-existing faults or damage to Your Property that We discover in the course of Installation and/or performance by Us.

14.7. On occasion, We may have to replace an item with another due to stock availability. We will always inform You if this becomes necessary and so long as it is an equivalent or better replacement in terms of function, capability and, in the case of solar panels, the same colour(s) as originally specified, this will not be deemed a material change to the contract by either party.

14.8. Whilst it remains Your responsibility to check with the local planners regarding the need for planning permission, We will handle all standard Solar PV related planning or district network operator applications on Your behalf. Depending on the circumstances this may incur additional charges to You in addition to the costs set out in the Customer Agreement. If required, We will discuss these and agreed with You in advance of any install.

14.9. We undertake to repair or replace faulty materials free of charge for the first year of the contract. Thereafter all materials supplied are covered by the manufacturers' own warranties and We will provide You with reasonable assistance in pursuing any claim should that be necessary. At the point of completion, We will give You details of all the manufacturers' warranties applicable to Your Installation. These are also available on the manufacturer's website or by request from Our head office.

14.10. The solar panels come with a minimum 25-year warranty up to the lifetime warranty for the manufacture of the modules and the performance of the solar cells. This warranty is for the product and is transferable. However please see the individual manufacturer's warranty and guarantee certificates for full disclosure of all terms and conditions relating to individual products.

14.11. All workmanship warranties are protected by insurance as specified in the HIES Consumer Code. Should any fault be due to defective workmanship, You are fully covered for 2 years after the Installation date.

14.12. The mounting system comes with a 25-year guarantee.

14.13. Warranties do not extend to damage or faults due to accident, misuse, acts of God, neglect by You, the removal or repositioning of part of the system if it has been carried out by anyone who has not been authorised by Us, or any other event outside Our control.

14.14. These warranties are in addition to any statutory rights You may have and are transferable to any new owners of the Property. You must notify Us within 28 days of any sale for this to be applicable. Advice about Your legal rights are available from Your local Citizen's Advice Bureau or Trading Standards office.

14.15. We will arrange with third parties to erect scaffolding at Your site. During busy periods scaffolding may be left erected for a period of time beyond Installation. Where this is required, We will notify You in advance and will keep You updated on when the scaffolding will be removed. We commit to have all access equipment removed within four weeks of completion.

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL YOUR CUSTOMER AGREEMENT

To: Effective Home, Unit 1, Crompton Business Park, Crompton Road, Doncaster DN2 4PA.

I hereby give notice that I wish to cancel my agreement.

v 200414

Agreement number:	
Customer Name:	
Property Address:	
Postcode:	
Signed:	Date: