

Terms and Conditions of Britisheco Limited trading as British Eco.com & British Energy Eco.com

All services provided by the Company are subject to the terms and conditions set out below (the "Terms").

1. Interpretation

In these Terms:

"Acceptance" means the signature of the Specification by the Customer;

"Business Day" means a day (other than a Saturday, Sunday or public holiday when banks in London are open for business);

"Customer" means the person, firm or company for whom the Company has agreed to provide the Services in accordance with these Terms;

"Company" means Britisheco Limited trading as British Eco.com whose place of business is at 10 Sherbourne Walk, Farnham Common, Bucks SL2 3TZ;

"Commissioning Certificate" means the document signed by the Customer confirming completion of and satisfaction with the Works;

"Estimate" means the estimated costs of the Works shown in the Specification and provided to the Customer by the Company;

"Fee" means the amount payable by the Customer in respect of the Works;

"Specification" means the specification detailing the Works to be carried out by the Company and containing the Estimate; and

"Works" means the installation of solar water heating and/or solar panels and associated work including (but not limited to) plumbing, heating and the installation of heat pumps and as more particularly detailed in the Specification and attached to these Terms.

In these Terms, unless the context otherwise requires. Words denoting the singular include the plural and vice versa; words denoting one gender include all genders; and words denoting persons include corporations and vice versa.

2. The Works

The Company will endeavour to commence the Works on the date set out in the Specification however, the Customer will be notified by the Company 5 Business Days in advance of the date of commencement of the Works provided always that the Company shall not be required to begin the Works until the Customer has provided the Company with Acceptance. The Customer may change the scope of the Works. If the changes increase the amount of work set out in the Specification and the Company agrees to those changes the Company will provide a further Estimate for the extra time and work involved. If the changes reduce the amount of work shown in the Specification the Company will make an appropriate reduction to the Fee if such change is notified to the Company 7 Business Days prior to the commencement of the Works.

If necessary, the Company reserves the right to provide substitute goods of equal value and function from those set out in the Specification.

3. Planning and Building Regulations

The Customer is responsible for obtaining all necessary planning and building permissions and all other requisite consents in respect of the Works prior to their commencement. The Customer is responsible for paying all fees for any applications and/or building notices directly to the appropriate local authorities.

If so instructed, the Company will advise the Customer of the fees payable and will, on the Customer's behalf, prepare all the necessary supporting paperwork for any planning or building regulation application. An administration fee and the Company's reasonable expenses incurred as a part of the application process are payable by the Customer to the Company for this service.

4. Completion

Every effort will be made by the Company to complete the Works with 8 weeks from the date of Acceptance. All estimates regarding completion of the Works are given by the Company in good faith but time shall not be of the essence. The Estimate is guaranteed for a period of 3 months but the Company reserves the right to increase the Estimate if the Works commence after that period.

5. Risk and Title

The Company reserves title in all materials and in the event of the Customer's failure to make any one or more of the staged payments set out in paragraph 6 below, the Company reserves the right to withdraw all materials and labour without prejudice to the Company's other rights. The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where any

goods are or may be stored to recover them where the Customer's right to possession has terminated.

6. Payment

The Customer shall pay the Fee as follows:

50% of the Fee upon Acceptance (the "Deposit");
30% of the Fee upon the date of the commencement of the Works; and

20% upon completion of the Works and the signature by the Customer of the Commissioning Certificate.

The Deposit is refundable by the Company if the Customer informs the Company of his intention not to proceed with the Works within 7 days of the date of Acceptance.

If payment to the Company is not payable as set out in paragraph 6 above, the Company reserves the right to raise an invoice for goods or services provided by the Company. The Customer will pay all invoices within 28 days of the date of the Company's invoice. Time for payment shall be of the essence. The Customer shall make all payments due without any deduction whether by way of set-off, counter-claim, discount, abatement or otherwise. If the Customer fails to pay any sum due to the Company, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of NatWest Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7. Customer Obligations

The Customer warrants that he is the legal owner of the premises at which the Works are to be carried out. The Customer will give access to the premises to the Company, its servants and workmen at all reasonable times so that the Company may complete the Works in accordance with the Specification.

If the Customer is not the legal owner of the premises where the Works are to be carried out, then the Customer warrants that the legal owner consents to the Works and the Customer will, if requested by the Company, provide written evidence (to the satisfaction of the Company) that he has the consent of the legal owner for the Works to be carried out.

The Customer is responsible for clearing means of access to the installation area to remove items of value and/or protect their property from damage prior to the commencement of the Works.

8. Plans

Intellectual property rights in all documentation regarding the Works are vested in the Company and no intellectual property rights shall be transferred to the Customer notwithstanding that plans and drawings may have been specifically designed and/or developed for the Customer.

9. Guarantee

The Company guarantees the Works (other than any electrical components or parts) for the period set out in the Specification. Any defects arising during that period will be made good by the Company free of charge. The Company may extend a 5 year guarantee for a further period of 5 years (from the date of expiry of the initial 5 year guarantee) upon receipt by the Company of evidence of maintenance of the solar panels/solar water heating system by a person accredited by Genersys plc.

All electrical components installed by the Company as part of the Works are guaranteed for the period set out in the Specification.

All guarantees expressly exclude defects caused by building movement, inherent faulty design of the existing structure, extreme weather and other terms beyond its control and if any repairs, alterations or additions to the parts or systems installed as part of the Works are carried out by any person who has not been specifically authorised by the Company, the guarantee is null and void. For the avoidance of doubt, this excludes a person accredited by Genersys plc. Any damage to the Customer's property or goods caused by the negligence of the Company, its employees or sub-contractors will be rectified and made good by the Company as soon as reasonably practical. Although every effort will be made by the Company to replace damaged goods with replicas, where such replacement is not available, the Company reserves the right to replace those goods with goods of the same or similar value and function.

10. Warranties and Liability

The Company warrants that all services provided by the Company will be carried out with such reasonable care and skill as is appropriate for the performance of the Works.

The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of employees, agents and sub-contractors) to the Customer in respect of any breach of the Terms or any representation, statement or tortious act or omission including negligence arising under or in connection with the Terms. Except in respect of death or personal injury caused by the Company's negligence or as expressly provided in the Terms the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of the Terms for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its agents or servants or otherwise) which arise out of or in connection with the Works except as expressly provided in these Terms. The Company's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise in connection with the performance or contemplated performance of the Works shall be limited to the amount of the Fee paid by the Customer.

The Company accepts no liability or responsibility for the following:
compliance with terms, conditions, provisions or requirement of any freeholder of the premises where the Works are carried out;
any additional costs, expenses or damages incurred to the Customer's goods or property where damage arises through any fault or deficiencies within the Customer's existing infrastructure being out of date and incompatible with the Works;
any loss arising from any delay caused (wholly or in part) by a change to the Specification by the Customer or by third parties engaged at the premises at the time of carrying out the Works; or
any loss incurred owing to the failure of required goods or parts not being delivered within the timescale indicated by the Customer or anticipated by the Company.

The Customer's rights under these Terms are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other statute.

11. Force Majeure

The Company reserves the right to defer the commencement of the Works or to cancel the Works or reduce the scope of the Works (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business owing to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, the Customer shall be entitled to give notice in writing to the Company to terminate the contract governed by these Terms.

12. General

The Company and the Customer do not intend that these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any third party.

The Terms shall be governed by and construed in accordance with English law and both parties shall submit to the non exclusive jurisdiction of the English courts.

Any waiver by the Company of any breach of, or any default under, any provision of the Terms by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the remaining terms.

No addition or qualification to or variation of the Terms shall have any effect unless agreed to in writing and signed by a director or authorised representative of the Company.