

Terms and Conditions for the supply of retrofit project management services

These are the terms and conditions under which we supply services to you. Please read these terms carefully before you order from us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or that they require any changes, please contact us to discuss.

1 Information about us and how to contact us

- 1.1 Centre for Sustainable Energy (company number 02219673) (we and us) is a charity registered in England and Wales and our registered office is at St James Court, St. James Parade, Bristol, BS1 3LH. We operate the website <https://www.futureproof.uk.net/>.
- 1.2 To contact us, telephone our customer service team at 0800 038 5007 or e-mail futureproof@cse.org.uk.
- 1.3 If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. When we use the words "writing" or "written" in these terms, this includes emails.

2 Our contract with you

- 2.1 These terms and conditions apply to the order by you and the supply of services by us to you (the Contract). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any reference to "services" in this Contract refers to Retrofit Project Management and/or any other services we agree to provide to you incorporating these terms.
- 2.3 The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty that is not set out in the Contract.
- 2.4 You should print a copy of these terms, or save them to your computer, for future reference.

3 How to place an order

- 3.1 You may place an order for services using our website.
- 3.2 The order you make is an offer by you to purchase the services specified by us in your order, subject to these terms.
- 3.3 If we are unable to supply you with the services for any reason, we will inform you of this by email, and we will not process your order. If you have already paid for the services, we will refund you the full amount.
- 3.4 When ordering services online, please follow the onscreen prompts to place an order. You may only submit an order using the method set out on the website.
- 3.5 Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.6 Our acceptance of your order takes place when we send an email to you accepting it (the Order Confirmation), at which point and on which date the Contract between you and us will come into existence. The Contract will relate only to those services confirmed in the Order Confirmation.
- 3.7 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4 Online Orders – your cancellation rights

- 4.1 If you have ordered services from us via our website, you have 14 days to cancel and receive a refund, starting from the day we send you your Order Confirmation. However, if at your request, the services are carried out before your 14 day cancellation period expires, please note that:
- 4.1.1 if you cancel after we have started carrying out the services, you must pay us for the services provided up until the time you tell us that you have changed your mind; and
- 4.1.2 once we have completed the services you cannot change your mind, even if the 14 day period is still running.
- 4.2 To cancel the Contract, just let us know by emailing us at futureproof@cse.org.uk or by telephone on 0800 038 5007. We will email you to confirm we have received your cancellation. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the email. For example, you will have given us notice in time as long as you email us before midnight on that day.
- 4.3 If you cancel the Contract, we will normally refund you in full for the price you paid for the services, by the method you used for payment. However, we may deduct from any refund an amount for the supply of the services for the period up to the time when you give notice of cancellation in accordance with Clause 4.1. The amount we deduct will reflect the amount that has been supplied, as a proportion of the entirety of the Contract. If we have already provided the services in full, you will not be entitled to cancel the Contract or receive a refund.

5 Our services

- 5.1 Any descriptions or illustrations of the different service terms on our website are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 5.2 Subject to our right to amend the specification (see Clause 5.3) we will supply the services to you in accordance with the specification for the services provided during the online order process, at the date of your order in all material respects.
- 5.3 We reserve the right to amend the specification of the services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the services, and where you have received the Order Confirmation, we will notify you in advance of any such event.
- 5.4 In addition, we may make more significant changes to these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect, and receive a refund for any services paid for but not received.
- 5.5 We warrant to you that the services will be provided using reasonable care and skill.
- 5.6 We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the services by such dates will not give you the right to terminate the Contract.

6 Your obligations

- 6.1 It is your responsibility to ensure that:
- 6.1.1 the terms of your order are complete and accurate;
- 6.1.2 you co-operate with us in all matters relating to the services;

- 6.1.3 you provide us with such information and materials we may reasonably require in order to supply the Services and keep in contact with you, and ensure that such information is complete and accurate in all material respects.

7 Payment and How to pay

- 7.1 The charges for the services shall be calculated on a time basis and the charges shall be calculated in accordance with our hourly rate, as displayed on screen during the online order process.

- 7.2 We shall invoice you monthly in arrears.

- 7.3 You shall pay each invoice we submit:

- 7.3.1 within 30 days of the date of the invoice;

- 7.3.2 in full and cleared funds to us, and

time for payment shall be of the essence of the Contract.

- 7.4 You can pay for the services using a debit card or credit card. We accept the following cards:

[INSERT DETAILS OF CARDS]

- 7.5 If you wish to change the scope of the services after we accept your order, and we agree to such change, we will modify the charges accordingly.

- 7.6 We will pass on changes in the rate of VAT to you. If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

8 Providing the services

- 8.1 Where services require an on-site visit to your premises, during the order process we will let you know the day of the appointment when we will provide the service(s) to you.

- 8.2 Where services require an on-site visit to your premises, if no one is available at your address to allow the service(s) to be undertaken, our staff will leave you a note informing you of how to rearrange the appointment. If you are not available for the second appointment, we may terminate the Contract.

9 Complaints

If a problem arises or you are dissatisfied with the services, please contact us at futureproof@cse.org.uk

10 How we may use your personal information

- 10.1 We will use any personal information you provide to us to:

- 10.1.1 provide the services;

- 10.1.2 process your payment for the services; and

- 10.1.3 if you agreed to this during the order process, to give you information about similar goods that we provide, but you may stop receiving this at any time by contacting us.

- 10.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

- 10.3 Further details of how we will process personal information are set out in <https://www.futureproof.uk.net/privacy-policy/>.

11 Our responsibility for loss or damage suffered by you

- 11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 11.3 We are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12 Your right to terminate the contract

- 12.1 If you are ending a contract for a reason set out below, the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:
- (a) we have told you about an upcoming change to the services which you do not agree to; or
 - (b) you have a legal right to end the contract because of something we have done wrong.

13 Our right to end the contract

- 13.1 We may end a contract at any time by writing to you if:
- 13.1.1 you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
 - 13.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;
 - 13.1.3 you do not, within a reasonable time, allow us to provide the services to you; or
 - 13.1.4 the circumstances outlined in clause 8.2 occur.
- 13.2 You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 13.1, we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 13.3 We may write to you to let you know that we are going to stop providing the services. In such cases we will provide reasonable notice of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

14 Events outside our control

- 14.1 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

15 General

- 15.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 15.6 These terms are governed by English law and you can bring legal proceedings in respect of the Contract in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Contract in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Contract in either the Northern Irish or the English courts.
- 15.7 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider.