

Terms and Conditions

At H & R SERVICES (OXFORD) LTD we are committed to providing excellence in service and workmanship. As members of the Electrical Contractors Association, the Gas Safe Register and the Microgeneration Certification Scheme our working practices and service standards are regularly assessed. We have made a commitment to follow the consumer code of the Renewable Energy Association which is a symbol of high quality and excellent service. Our terms and conditions are intended to protect both the customer and the service provider and are made by H & R SERVICES (OXFORD) LTD in addition to your consumer rights including those set out in the Sale of Goods Act 1979, Supply of Goods and Services Act 1982 and the Sale and Supply of Goods to Consumers Act 2002.

Definition of Terms

- The terms “We” ,“our company” and H & R SERVICES refer to H & R SERVICES (OXFORD) LTD
Company Registration No: 05473343 VAT Registration No: 749 9814 65
Registered Office: 1 The Broadway, Charlton-on-Otmoor, Oxfordshire OX5 2UB
- The “Quotation” refers to the offer H & R SERVICES has made to supply services under the terms and conditions provided.
- The “Contract” refers to the quotation when signed by the customer and H & R Services
- The “Customer” refers to the individual, company or group to which the offer to supply services was made in the quotation.
- “Services” refers to goods and/or services to be provided by H & R SERVICES in accordance with the quotation.
- The “Specification” refers to the description, quality, quantity and capacity of services provided by H & R SERVICES in accordance with the quotation.

1 Acceptance of Quotation

1.1 The quotation is valid for the period stated, or up to 30 days from the date of the quotation. Written acceptance of the quotation constitutes an acceptance of the offer stated therein and acceptance of these terms and conditions. If you wish to proceed then you must sign both copies of the contract and return one of these to our address. The quotation is provided on the basis that no contract is in place until we send an acknowledgement of the order to you. Once a contract is in place any changes or additional works should be requested in writing. All variations to agreed works will be subject to a price review.

1.2 We will rely upon these written terms and agreement. Please read them carefully before signing the contract. If you need any explanations about these terms please write or telephone us at the address and telephone number provided. If any amendments to the contract are required you must confirm these in writing and they must be agreed by an authorised representative of this Company.

2 Your right to cancel

You can cancel the contract and receive a full refund of your deposit by sending written notice no later than 7 working days after the date on which the contract was signed; this right is known as the “Cooling Off Period”. If there is a severe or unreasonable delay beyond the “Cooling Off Period”, not caused by you, or by events beyond our control, then you will have a right to cancel the contract and receive a full refund. If we are in serious breach of our obligations, as detailed in these terms and conditions, then you have a right to cancel and receive a full refund. (You can also seek the other remedies detailed in section 13.3 of these terms and conditions). If you cancel after the ‘Cooling Off Period’ and we are not in breach of the contract the conditions set out in section 13.1.1 of these terms and conditions will continue to apply.



Certificate number ELC 2242
Photovoltaic Systems
Heat Pumps

3 Services

The quotation is based on information provided by the customer. It is the customer's responsibility to ensure that all information relating to requirements, conditions, circumstances, restrictions and critical deadlines is both adequate and accurate. If as a consequence of customer's non-disclosure of essential information services cannot be provided as specified and/or performance is compromised H & R SERVICES cannot accept any liability. If non-disclosure results in delays or additional works the customer will reimburse

H & R SERVICES for these additional costs and will extend the time-scale for provision of the services.

4 Schedule of Works

4.1 Our MAIN OBLIGATION to you is to do the work with all reasonable skill and care according to the timetable set out in the quotation and agreed in these terms and conditions.

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

- be of satisfactory quality;
- be fit for purpose; and,
- operate as we described to you.

4.3 H & R Services agree to supply the goods and carry out the installation work as specified in the timetable set out in the quotation. We must have discussed that timetable with you before you sign the contract. Your acceptance of these terms indicates that you agree to proceed using that timetable. We may adjust that timetable after discussing this with you according to the conditions set out in section 12 of these terms and conditions. If we fail to carry out the work according to that timetable then the conditions set out in section 12.2 of these terms and conditions will apply. If, for whatever reason, there is any delay, suspension or cancellation of the supply of the goods or installation of the system then the conditions described in 12.2.1 and 12.2.2 of these terms and conditions will apply.

4.4 If the customer requires a delay in commencement of works they are asked to inform the company in writing. Unless specified in the quotation or otherwise agreed with the customer, services will be provided during normal working hours (Monday to Friday between 7am and 5pm excluding statutory bank holidays) Where the customer requires that services are carried out between 5pm and 7am or during a weekend or statutory bank holiday (either where notified in advance, or after commencement of works) the customer agrees to pay costs, as notified by the company, in addition to those stated in the quotation.

4.5 Access: To avoid delay H & R SERVICES will require clear access to the site during the agreed works schedule. If there is any access or parking restriction on site or in the vicinity please notify us before commencement of works. Work at height or in restricted areas will be risk assessed on commencement of works. Where safety measures such as scaffolding are required by current regulations, the customer agrees to incur the extra costs associated with putting such measures in place.

4.6 Site Preparation: If a site requires clearing before works commence or the site needs clearing of other trades equipment or waste during works H & R SERVICES reserves the right to charge the customer for extra labour costs incurred. It is the customer's responsibility to ensure that hazardous substances such as asbestos have been removed from site and we reserve the right to leave site if there is risk to health and safety. If the customer requests that H & R SERVICES move furniture or possessions; it is at the owner's risk.

5 Guarantees

5.1 All employees and sub-contractors providing services on behalf of H & R SERVICES are suitably experienced and qualified and operate to procedures compliant with relevant standards. We will maintain an appropriate level of insurance to meet our legal liability for injury to our staff, injury to third parties and damage caused to property in the course of services being provided. All goods supplied by H & R SERVICES are guaranteed as per manufacturer's warranty, we cannot guarantee goods supplied by others. In addition to the customer's consumer rights, H & R SERVICES guarantees that the services will be supplied in accordance to the specification and for a period of two years services will be guaranteed free from defects. Customers should inform The Company Secretary in writing within fourteen days of discovering any such defect. If H & R SERVICES accept liability the defect will be rectified by repair or replacement at the company's discretion and at no cost to the customer and H & R SERVICES will have no further liability in terms of consequential loss.

5.2 Groundwork Services: H & R SERVICES accepts no liability for the effects of trenching or drilling on foundations, services or structures. The client is advised to arrange for their architect or Structural Engineer to assess the potential impact of all groundwork and approve the size and position of boreholes and trenches. It may be necessary to extend the scope and duration of groundwork services if our assessment of ground conditions during the site survey requires adjustment. The customer agrees to incur any resultant additional costs at the rate agreed in this quotation or subsequent revised quotations.

6 Delivery, Title and Risk

6.1 We will deliver the goods to the location detailed in the quotation.

6.2 Your deposit and advance payment, if required, will be insured through an insurance scheme. We will provide you with details of the scheme, and you will receive a policy directly from the provider once you have signed the contract. In this way, your money will be protected should we fall into receivership, administration or bankruptcy before the goods have been delivered.

6.3 We must place your deposit and advance payment made before the goods have been delivered to your property in a special 'client' bank account. This money can only be used for work carried out under the contract.

6.3.1 If we should fall into receivership, administration or bankruptcy then the money in that dedicated bank account will be returned to you or passed to another supplier who will complete the work. Only when we purchase goods on your behalf (to the value of the sums held in this account) will we be entitled to transfer those sums from the dedicated bank account for our own benefit.

6.4 Where your money has been used to make specific purchases on your behalf, then legal title to those goods, or the proportion of them you have paid for, will pass to you. We must either deliver them to you or label them as belonging to you. Where the goods are stored by us then we must keep those goods separate from our own goods and those of third parties. We must also keep the goods stored, protected, insured and identified as your property until they are delivered to you. You must be able to inspect the goods and/or repossess them.

6.5 Goods belonging to us may be delivered to the site. If the contract is terminated early for reasons detailed in section 13 of these terms and conditions then, with reasonable notice, you must return and deliver the goods to us. If this happens then we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not return the goods to us, we retain the right to take legal proceedings to recover the goods or their value.

6.5.1 If the contract is terminated early for reasons detailed under section 13.4 of this Contract then, with reasonable notice, you must return and deliver the goods to us. If this happens you may have to pay compensation for reasonable costs or losses reasonably incurred. This may be deducted from any deposit or further advance payment you have already made.

6.6 Until ownership of the goods passes to you, you must:

- store the goods separately in such a way that they remain readily identifiable as our property;
- not destroy, deface or obscure any identifying mark or packaging on or relating to the goods;
- maintain the goods in a satisfactory condition.
- ensure goods are adequately insured

7 Assignment

The customer shall not be entitled to assign, novate or otherwise transfer the agreement or the benefit or burden of any part of it without the prior written consent of the company.

8 Payment Terms

8.1 You will pay us the deposit specified in the quotation when you sign the contract. The deposit shall not amount to more than 25% of the total contract price set out in the quotation. Should you decide to cancel the contract within the 'Cooling Off Period' (see section 2 of these terms and conditions) we will return that deposit to you in full.

8.1.1 If you pay the deposit before we have inspected your house, and if we find during that inspection that the installation cannot proceed, then we will promptly refund that deposit to you in full.

8.2 Advance payments. We may require you to pay a further advance payment no more than three weeks before the agreed delivery or installation date. Such a further advance payment, taken together with the deposit, will under no circumstances be more than 60% of the total price in the quotation and will only be used to carry out this installation, for example to purchase goods. We explain in detail in the quotation when invoices will be sent and the amount due for each payment.

8.2.1 When we use any of your money to purchase goods we will inform you. The conditions set out in section 6 of these terms and conditions will apply.

8.3 If we fall into receivership, administration or bankruptcy your deposit and advance payment, if any, will be protected as detailed in section 6 of these terms and conditions.

8.5 The balance outstanding on the contract price is due on completion and commissioning of the installation. We will issue you with an invoice when the work is complete and has been commissioned.

8.5.1 You will not be entitled due to any alleged minor defect to withhold more than a proportionate amount of the outstanding balance. If you do withhold any amount after the due date because of any alleged minor defect you must give us notice before the final date on which payment is due. In that notice you must also state the reasons you are withholding the payment.

8.6 If you fail to pay the amount specified in an invoice by the due date then we may charge interest until the full amount is paid. The interest rate we charge will be 3% above the base rate set by the Bank of England.

8.6.1 If we do not receive payment by the seventh day after payment is due, then we may give you written notice that we intend to stop work on the installation. Once we have sent you this written notice, we may suspend all work until payment is made.

8.6.2 If you are in breach of the contract because you have failed to make an agreed payment, and we have suspended work on the installation, as detailed in section 8.6.1 of these terms and conditions, then we may be entitled to recover any additional costs we incur. We will provide you with written notice containing full particulars of any claim for compensation within 21 days of any suspension of work.

8.7 We may require you to return and deliver up the goods to us. Failing this we will take legal proceedings to recover the goods or their outstanding value.

9 Customer Obligations

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

9.2 You must agree to provide the following for our use free of any charge:

- water, washing facilities and toilets;
- electricity supply;
- adequate storage space;
- safe and easy access to your property from the public highway;
- easy access to the location within the property where the installation is to take place by removing all belongings.

9.3 You, or a contractor you employ, may need to carry out preparatory work before the installation described in the quotation can start. If so, we will describe this to you in writing. This work must be finished before the agreed date on which installation work is due to start. This work must be undertaken by competent persons and must be of the necessary quality for the installation. If this preparatory work is not finished before the agreed date on which the installation is due to start, then the conditions described in section 12.3 of these terms and conditions will apply.

9.4 Should you be in breach of conditions set out in 9.1, 9.2 and 9.3 of these terms and conditions you may incur additional costs due to delay and/or provision of additional services. You may be required to pay reasonable compensation to cover those extra costs . If this happens then section 11 of these terms and conditions will apply.

10 Change of work

10.1 If, after signing the contract, you want to change the work, you must consult with us first. We may be able to incorporate your changes into the installation provided that:

- it is technically possible;
- we have the necessary resources;
- the necessary permissions are in place.

10.2 If we agree to this change of work you must

- confirm this in writing; and,
- do so within 14 days of when you first tell us.

10.3 We will then adjust the price:

- by written agreement beforehand, if possible; or if not then
- by later written agreement; or if not then
- by referring to any priced documents, if this applies; or if not then
- by a reasonable amount for the work done or goods supplied.

10.4 Every change that means extra or revised work (as opposed to changes that leave something out) may mean extra costs. We will try to keep those costs to a minimum.

11 Unexpected work

11.1 The quotation given to you must detail the hourly or daily costs that would result from any unexpected work due to site conditions or special circumstances beyond the control of the member.

11.2 Where unexpected work arises, we will tell you and ask how you want us to proceed. If you want us to continue then section 10.3 of these terms and conditions will apply.

12 Changes to Agreed Timetable

12.1 We will make every effort to complete the work by the time agreed with you. You must appreciate, however, that sometimes delays may occur for reasons beyond our control, especially when third parties are involved in installing other, related works. We cannot be held responsible for those delays. If such delays occur we will complete the work as soon as possible.

12.2 Consequence of delay caused by us. You will be entitled to compensation if we cause significant or unreasonable delay due to factors within our control.

12.2.1 In the case of major delays to the delivery of goods or installation then you may be offered different products of equivalent specification, value and quality, so long as they are MCS certified.

12.2.2 In the case of major delays to the delivery of goods then you will be entitled to cancel the contract as detailed in section 13.2 of these terms and conditions.

12.3 Consequences of delay caused by the customer. We will seek to accommodate small delays without recourse to compensation.

12.3.1 If the work is delayed or lasts longer than expected for any reason within your control, we will adjust the price accordingly, as shown in section 10.3 and subject to section 11 of these terms and conditions

13 Cancellation of this Contract

Your rights

13.1 As detailed above in section 2 of these terms and conditions, you can cancel the contract by sending us written notice no later than 7 working days after the date on which the contract was signed.

13.1.1 If you cancel the contract after the period referred to in sections 13.1 and 2 of these terms and conditions then you may have to pay compensation for costs or losses reasonably incurred. We will try to keep those costs to a minimum. We have a right to retain all or part of your deposit and further advance payment, if made, as a contribution.

13.2 If there is a serious delay to the delivery of goods for reasons that are outside your control, but within our control, then you will be entitled to cancel the contract and receive a full refund. This is in line with the REAL Assurance Scheme Consumer Code and the [Supply of Goods and Services Act 1982].

13.3 Additionally, if we are in serious breach of our obligations as detailed in the contract then you have a right to:

- cancel the contract and receive an appropriate refund; or,
- request a repair or a replacement; or,
- ask for compensation.

You can seek those remedies if what we supply or install is faulty, incorrectly described or not fit for purpose. You cannot seek those remedies if you change your mind about the contract or you decide you no longer want some or all of the components.

Our rights

13.4 If you are in serious breach of your obligations as set out in these terms and conditions and you fail to remedy that breach within 14 days of receiving written notice from us about that breach, then we have a right to cancel the contract. We must give you reasonable opportunity to rectify the alleged breach.

13.5 If we suffer a loss as a result of your breach of contract, we must take reasonable steps to prevent the loss from getting worse. If your breach of contract leads to a cancellation then you may have to pay compensation for reasonable costs or losses reasonably incurred.

14 Conciliation and arbitration

14.1 If at any time a dispute arises between you and us which cannot be resolved amicably then both you and we can refer the matter to conciliation. We must agree to conciliation if that is your wish.

14.2 The conciliation service that will be used is that offered by the REAL Assurance Scheme and is described in the Consumer Code. It aims to reach a non-legal solution to the dispute in a reasonable timescale. The REAL Assurance Scheme will appoint a suitably qualified independent expert (or experts) to consider the matter in the light of consumer protection legislation in force. After considering all the evidence, either in writing, or in a face-to-face mediation, the expert will make recommendations for resolving the issue. Neither party will be bound by these recommendations, though both are strongly encouraged to accept them in the interests of resolving the dispute speedily and effectively.

14.3 If the conciliators recommendations are not acceptable for any reason, you can refer the matter to the independent arbitration service and we must agree to arbitration if that is your wish. If we would like to seek arbitration then we must seek your permission first. The procedure used for independent arbitration is described in the REAL Assurance Scheme Consumer Code. You will have to pay a fee equivalent to the County Court small claims procedure fee. This fee will be refunded to you if the arbitrator finds in your favour.

14.4 The outcome of the arbitration process will be legally-binding and enforceable. An award made under the independent arbitration service will be final and binding on you and us. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.