

NFU ENERGY TERMS AND CONDITIONS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions (**terms**) on which NFU Energy Limited (**we, us, our**) will supply the Renewable Energy Solutions services (**services**) to the individual, firm or company (**you, your**) to whom the letter referencing these terms (**letter**) is addressed in connection with the installation of renewable energy generating equipment at your premises as referred to in the letter (**project**). You should read these terms alongside the welcome pack which is also enclosed with the letter (**welcome pack**).

1.2 **Why you should read them.** Please read these terms and the welcome pack carefully before you sign and return the letter to us. These terms tell you who we are, how we will provide services to you, how you and we may 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 require any changes, please contact us to discuss.

1.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2. OUR CONTRACT WITH YOU

2.1 **How a contract is formed.** Your acceptance of our offer to supply services to you (which occurs when you sign and return the letter which references these terms) forms a contract between you and us for the supply of those services.

2.2 These terms apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. PROVIDING THE SERVICES

3.1 **The services.** We will provide the services set out in the letter in all material respects within a mutually agreeable timeframe. We will use our reasonable endeavours to meet any performance dates agreed in writing but such dates will be estimates only and we will not be liable for any failure to meet those dates.

3.2 **Service commitment.** Whilst we use reasonable skill and care in the operation of the accreditation scheme, the selection of approved renewable plant and equipment and in providing our services to you, we are not responsible for any errors, negligence or failures of the installers we introduce to you nor shall we be responsible for any failures of the equipment they install at your premises.

3.3 **What our services do not include.** Our services do not include advice in connection with the effect that the project may have on the business rates you pay and/or any grants, subsidies or incentives you receive. You acknowledge that it shall be your responsibility to investigate the impact (if any) that the project will have on any grants, subsidies or incentives that you receive.

3.4 **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 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.

3.5 **Your obligations.** You acknowledge that the progress of the project and the provision of our services will require you to be engaged in the process and collaborate with us and the installer we introduce you to (**installer**). We shall not be responsible for delays caused by your failure to provide information or assistance during the project.

3.6 **Services free of charge.** We make no charge for the services we provide relating to the introduction of an accredited installer and general support we provide in connection with your Renewable Energy Solutions project (unless we agree separately to provide you with a service under separate terms for which there is a charge) however we receive a commission which we claim from the installer. You confirm that you are aware that other third parties are available, and you are not obliged to use our service.

4. YOUR OBLIGATIONS

4.1 **Comply with the obligations in the welcome pack.** You will comply with the obligations placed on you in the welcome pack.

4.2 **We may terminate the contract if you do not meet your obligations.** Where you do not comply with your obligations as set out in the welcome pack within a reasonable period of time, we shall be entitled to close the project and terminate the contract (and clause 6.4 will apply). We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay to perform any of its obligations as set out in these terms or the letter or enclosed welcome pack.

5. INSTALLER CONTRACT

5.1 **In relation to the contract with the installer (installation contract).** You:

(a) Acknowledge and agree that we are not a party to the installation contract and that we shall not be liable for any breach of contract, negligence, failure or other issue caused by or attributable to the installer;

(b) Will cooperate with the installer and ensure you obtain all necessary approvals, consents and licences to enable the installer to install the equipment under the installation contract;

(c) Shall ensure that you comply with the terms of the installation contract. You indemnify us against all liabilities, costs, expenses, damages and losses and all reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with your breach of the installation contract.

5.2 We will endeavour to help resolve any dispute or complaint you have against your installer however you acknowledge and agree to comply with the dispute resolution process in the installation contract.

6. RIGHTS TO END THE CONTRACT

6.1 **You may close the project at any time.** This is a no obligation service and you may choose to close the project by terminating the contract at any time. To end the contract with us please contact us by post at NFU Energy, 10th Street, Stoneleigh Park, Kenilworth, CV8 2LS, or by email at legalnotices@nfuenergy.co.uk and let us know that you wish to terminate.

6.2 **When we may close the project.** We may close the project and terminate the contract as set out in clause 4.2 above or if we have not heard from you following several attempts at making contact with you. Where we close the project and end the contract, we will notify you in writing that the project is closed however you may contact us to re-start the project when you are ready to do so.

6.3 **Other ways that we may cancel the contract.** We may write to you to let you know that we are going to cancel the contract and stop providing the services by giving you 3 months' notice in writing. We may cancel the contract if:

(a) You (being a corporate entity) take any step or action in connection with you entering administration, provisional liquidation or any moratorium, composition or arrangement with all or any of your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(b) You suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business;

(c) You (being an individual) are declared bankrupt or make any arrangement with or for the benefit of your creditors or you have a county court administration order made against you under the County Court Act 1984; or

(d) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the contract has been placed in jeopardy.

6.4 **Your obligations on termination of the contract.** On termination of the contract, you shall return any materials or items which we have supplied to you.

7. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

7.1 **No liability for installation.** Subject to clause 7.2, you acknowledge and agree that we are not responsible for any errors, negligence or failures of the installers we introduce to you nor shall we be responsible under the installation contract or otherwise for any breach, negligence or failures of the installer or the equipment they install at your premises.

7.2 **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.

7.3 **Total limit on liability.** Save for any liability referred to in clause 7.2 above, our total liability to you for all loss or damage arising under the contract (whether in contract, tort, misrepresentation, restitution or otherwise) shall not exceed the amount of commission we receive from the installer.

7.4 **We are not liable for consequential losses.** We will have no liability to you for any loss of profit, loss of business, loss of savings, discounts or rebates, loss of grants, subsidies or incentives, loss of contracts, loss of opportunity, business interruption, or loss of business opportunity.

7.5 **No implied terms.** We have given commitments as to compliance of the services with the proposal and being carried out using reasonable skill and care. In view of these commitments, you agree that the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

8.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website at <https://www.nfuenergy.co.uk/privacy-and-cookie-policy>. You acknowledge that we will provide your personal information to installers in order for them to provide you with proposals regarding the project and in accordance with our privacy policy we shall only do so where you request that we do so.

9. OTHER IMPORTANT TERMS

9.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

9.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

9.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

9.4 **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.

9.5 **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.

9.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you may only bring legal proceedings in respect of the services in the English courts.