

1. STANDARDS

1.1. The Renewable Energy Consumer Code (RECC)

The aim of the Consumer Code is to guarantee a high-quality experience for consumers wishing to buy or lease small-scale energy generation systems for their homes. The Code is backed by the Chartered Trading Standards Institute (CTSI) as part of a self-regulation initiative: the Consumer Codes Approval Scheme. Members of RECC agree to comply with the Code. See www.recc.org.uk for more information.

1.2. The Microgeneration Certification Scheme (MCS)

MCS membership demonstrates compliance to industry standards that companies strive to meet. Membership highlights to consumers that companies can consistently install to the highest quality every time.

2. ACCEPTANCE OF PROPOSAL

2.1 Quote Validity

1. The quotation is valid for the period indicated on the quote,
2. By making a deposit payment you are accepting the quote and the terms as laid out in this document.
3. Please keep a copy for yourself,
4. The contract is not valid until we send you an order confirmation.

2.2 Please Read Carefully

If you need any explanations, please contact your sales contact or by using the address or telephone number provided on our website.

2.3 Governing Law

This agreement is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

2.4 Right to Cancel

You have the right to cancel at any time during the cancellation period without giving any reason and receive a full refund, minus the late cancellation fine if it is applicable.

The cancellation period starts straight away and lasts for 14 days from the date when the products are delivered to your home.

If you cancel after the cancellation period, we may charge you some fees for actual costs we have incurred.

As we want to install your heat pump as quickly as possible, you can sign an 'Express' form so that we can start immediately, rather than waiting 14 days, but in doing so your cancellation period stops when we start the installation.

2.5 Late Cancellation

Late Cancellation has two tiers:

- a. Stage 1: 3 weeks before your installation date.
- b. Stage 2: 1 week before your installation date

If you cancel within stage 1, we can withhold the value of goods bought in advance of your installation for 4 weeks, starting from the date of cancellation notification, to allow us to reallocate your materials.

If you cancel within stage 2, you will be charged a late cancellation fee of £450.00.

2.6 Express Work Commencement Request

You can sign an 'Express' form so that we can start immediately, rather than waiting 14 days, but in doing so your cancellation period stops when we start the installation.

2.7 Cancel Procedure

To cancel this contract, you must inform us of your decision by a clear statement by any reasonable recordable communication method (letters must be sent with a record of delivery for example).

To ensure we handle it quickly, please try to contact your sales representation as a primary contact. For the quickest refund, we recommend you use the attached cancellation form, but this is not obligatory.

Any advance payments you have made will be returned to you, excluding any charges as detailed in section 2.5.

If you want to cancel this contract after the Cancellation Period for any reason then you may have to pay costs and we may retain all or part of your deposit and further advanced payments, if made, as a contribution.

3. ADLAR'S OBLIGATIONS

3.1 Reasonable Care and Skill - MCS

Adlår commits to doing the work with all reasonable care and skill according to the standards set by the Microgeneration Certification Scheme (MCS) and according to the timetable sent to you following receipt of your deposit. Under the MCS scheme, only certified companies can enter into a contract with a customer for the sale and installation of a system.

3.2 Reasonable Care and Skill - General

Adlår commits to carry out the work with all reasonable care and skill in the planning, installation, and commissioning of the system, as described in the Quotation. The goods we supply will:

1. be of satisfactory quality.
2. be fit for purpose.
3. operate as we have described.
4. match the model chosen for you using the MCS performance estimates.

3.3 Grant Application

Adlår helps check your eligibility for the Boiler Upgrade Scheme (BUS) and will apply for the grant on your behalf. Adlår cannot be held responsible for the grant being approved and can only advise on known information communicated to us via you. If your grant isn't successful, you will be required to pay the grant amount in advance of any installation work commencing. The grant can be applied retrospectively when your property is in accordance with all the BUS requirements.

3.4 Contractors

Adlår will take full responsibility for any contractor's work on your project and their compliance with the Consumer Code and will inform you throughout the installation who is performing the various delivery, electrical, mechanical, plumbing and/or any other installation activities.

3.5 Existing Pipework

We install a high-pressure system into existing pipework. Leaks in existing old pipework that has not been altered or tampered with by Adlår may fail and cause a leak. Should a leak occur following our installation, please contact Adlår immediately and a member of our team will be onsite within a reasonable time. Should the leak be to pipework installed by Adlår, then this call out will be free of charge. Should the leak be to existing pipework that has not been altered or tampered with by Adlår, then this call out would be chargeable at an hourly rate of £95.00p/hr excluding any materials. Adlår will not be held responsible or liable for any material fabric making good (plastering, painting, etc) associated with repairing the leak, this is to be undertaken by others.

3.6 Home Electrical Capacity

We install electrical components with electrical demand. This will take away from the total capacity of your home. Adlår's team can provide guidance and maximum demand specifications for all the items we install but are not responsible for all the electrical components in your home and the total power demand of the home before or after the install. If your electric provision to your home is not sufficient to meet the total power demand with the heat pump added in, Adlår cannot be held responsible.

3.7 Timetable

Adlår agrees to supply the goods and carry out the installation work as specified in the timetable supplied after receipt of the deposit. A general guide on a standard project timeline is laid out in the Quotation.

Confirmation of your schedule will be sent to you by your preferred contact method. Your acceptance of the schedule indicates acceptance of these terms and a wish to proceed based on that timetable.

- a) Adlår 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. Such reasons may include, for example, severe weather. We cannot be held responsible for those delays.
- b) If such delays occur, we will tell you as soon as possible and we will adjust the timetable through clear communication.
- c) In the case of a delay to the delivery of goods beyond the time or period we have agreed, or where no time or period has been agreed then beyond a period of 30 days from the date you sign this contract, then you may be offered different products of equivalent specification, value, and quality, so long as they are MCS certified. You can either accept that offer, wait for the products you ordered or choose to cancel the contract as detailed below. This is in line with the Consumer Code and the Consumer Rights Act 2015.

3.8 Changes

You may have additional costs to pay for, but not limited to, planning permission, and EPC Assessments. We provide guidance on these potential extra costs, but they aren't covered by this quote.

If the scope of work from you changes and it involves a significant increase in work, or if there is unforeseen work that is required, we will provide a revised quote. These additional charges will be based on a maximum day rate of £500.00/day.

At Adlår, we are committed to providing you with the best service possible and try to ensure changes and extra costs are minimised or not passed on at all unless there is a good reason to do so.

3.9 Delay Resolution

- a) You will be entitled to compensation if we cause significant or unreasonable delays due to factors within our control. If such delays occur, we will tell you as soon as possible and we will adjust the timetable through clear communication.
- b) In the case of an unreasonable delay to the installation for reasons that are within our control then you can cancel the contract as detailed in this Contract.
- c) If you are responsible for delays, we will seek to accommodate small delays without recourse to compensation.
- d) If any delay caused by you means that we incur extra costs then we will adjust the price accordingly. The hourly and daily costs that result from any unexpected work are described in the quote.

4. ADLAR'S OTHER OBLIGATIONS

4.1 Consumer Code

We will carry out the work and all communication with you according to the Consumer Code.

4.2 MCS Standards

We will ensure that the installation complies with the relevant MCS installer and manufacturer standards applicable.

4.3 Certificate Provision

Once the installed system is commissioned, we will give you any guarantees, test certificates and other relevant paperwork related to your goods and installation. We will aim to give you this when the system is commissioned but certainly no later than seven days after commissioning.

We will also give you all of the documentation required as detailed in the appropriate Microgeneration Installation Standard. If it is a requirement of the appropriate MIS installer standard, this will include the certificate showing that the installation has been registered with the MCS Installation Database. We will give you this within 10 working days of the commissioning date.

4.4 Guarantees

The guarantees we give you will cover the goods and installation and will comply with the Consumer Code. We will explain to you the terms of the guarantees thoroughly, so you have a clear understanding of them.

A. Manufacturers' Guarantee

Your equipment is guaranteed free of charge, as follows:

- 2 years for the AURORA heat pump
- 5 years for the hot water cylinders
- 10 years for the radiators

In addition, you can make a claim to Adlår for up to 6 years from the date of purchase for a faulty part.

B. Installation Guarantee

We guarantee the quality of the installation work for a period of 2 years free of charge.

C. Guarantee Transferability

Our guarantees are transferable in the event the property ownership is transferred. We will ensure that the guarantees will be honoured should we fall into receivership, administration, or bankruptcy during the term of the installer's guarantee.

4.5 Workmanship warranty

- a) We warrant you that the installation will be carried out by appropriately qualified and trained personnel. They will use a level of reasonable care and skill as it is reasonable for you to expect. The Warranty Period for the Installation Services shall be two or five years (depending on the service selected) from completion of the Installation Services.
- b) If you make a valid claim about our service in accordance with our terms and conditions, we may arrange for the relevant products to be reinstalled by any of our registered or approved installers, or refund to the customer the charge for the relevant part of the Installation Service (or a proportionate part of such charge).
- c) This Warranty will only apply: If the product has been installed by us and has been properly used and maintained throughout the Warranty Period. If you have informed us of the alleged defect within the Warranty Period and within a reasonable period of discovery.
- d) You will promptly provide all information and support including access to sites and services that are reasonably necessary to enable us to evaluate any alleged defect and to perform its obligations under this Warranty. You will ensure that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the products are reasonable, are fit for purpose and will be properly used and provided.
- e) Any dispute as to whether a defect is covered by this warranty shall be immediately referred at the request of either party to the RECC Assurance Scheme (RECC) Conciliation Service as detailed in 9.2 of the RECC Consumer Code.
- f) When we have installed a system in a property that is sold within the Warranty Period the Warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.
- g) This Warranty is governed by English law and the English courts or by the law and the courts governing where your property is, if this is outside England or Wales.
- h) Most products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the Products is notified to us by you in accordance with our Terms and Conditions, we will liaise with the manufacturer and use all reasonable endeavors to secure a replacement of the Product (or the part in question), or a refund of the price of the Product (or a proportionate part of the price).

5. YOUR OBLIGATIONS

5.1 Deposit

You will pay us the deposit specified in the Quotation when you sign this agreement. The deposit will be 20% of the total contract price set out in the Quotation. Should you decide to cancel the contract within the 'Cancellation Period', we will return that deposit to you as detailed in this Contract.

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 refund that deposit to you in full within two weeks.

5.2 Grant Application

Adlår helps check your eligibility for the Boiler Upgrade Scheme (BUS) and will apply for the grant on your behalf. That being said, Adlår cannot be held responsible for the grant being approved and can only advise on known information

communicated to us via you. If your grant isn't successful, you will be required to pay the grant amount in advance of any installation work commencing. The grant can be applied retrospectively when your property is in accordance with all the BUS requirements.

5.3 Day of work payment

You will need to make a balance payment before or at the beginning of the day of installation. This advance payment is a security payment to cover the costs of installation.

If we fall into receivership, administration, or bankruptcy your deposit and advance payment, if any, will be protected as detailed in this Contract.

5.4 Final Payment

We will issue you with an invoice for the balance outstanding on the contract price. This will become on the day the installation will be commissioned but before the system is turned online and optimized.

In the event of any alleged minor defect with the goods or installation, then you shall not be entitled to withhold more than a proportionate amount of the sum due. If you do withhold any amount after the due date because of any alleged minor defect, then you must give us as much notice as possible and state the reasons you are withholding the payment.

5.5 Late Payments

If you fail to pay the amount specified in the 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.

5.6 Late payment of 'Day of Work' payment

If we do not receive payment before installation starts, we will inform you that we cannot begin the installation process. Once the payment is made, we will arrange to commence the installation.

If you are in breach of this Contract because you have failed to make an agreed payment, and we have suspended work on the installation, 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.

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

6. YOUR OTHER OBLIGATIONS

6.1 Planning Permissions and Approvals

We will advise you on the approvals and permissions that you may need but 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.

6.2 Supply of Services

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

- a) Water, washing facilities, and toilets,
- b) Electrical supply,
- c) Adequate storage space,
- d) Safe and easy access to your property from the public highway,
- e) Easy access to the location within the property where the installation is to take place by removing all belongings,
- f) Welcoming and safe social environment for our staff to conduct their work.

6.3 Preliminary Works

You, or the 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 people 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 clause 3.5.4 of this Contract will apply.

6.4 Internal pipes

Your internal pipework needs to be at least 15mm in diameter. If your home is fitted with smaller pipes, for example microbore, we cannot verify sufficient flow rates.

Insufficient flow rates will either result in the heat pump building up too much pressure or the heat pump working harder. This will reduce the heat pumps' efficiency and increase your costs of operation.

Please note that we are installing a high-pressure system into existing pipework. Leaks in existing old pipework that has not been altered or tampered with by Adlar may fail and cause a leak. Should a leak occur following our installation, please contact Adlar immediately and a member of our team will be onsite within a reasonable time. Should the leak be to pipework installed by Adlar, then this call out will be free of charge. Should the leak be to existing pipework that has not been altered or tampered with by Adlar, then this call out would be chargeable at an hourly rate of £95.00p/hr excluding any materials. Adlar will not be held responsible or liable for any material fabric making good (plastering, painting, etc) associated with repairing the leak, this is to be undertaken by others.

6.5 Water Quality

It is your responsibility to analyse your water quality. This includes the pH value, conductivity, chloride ion concentration, sulfur ion concentration, etc. Usually, British drinking water, which is supplied by the government, meets the correct requirements. If the filling water comes from a private source, you must inform us.

6.6 Underfloor Heating

Adlår matches (where possible) the pump speed of the underfloor heating to the heat pump. However, Adlår is not responsible for fully adjusting the underfloor heating. If a customer wants to cool with underfloor heating, he must ensure that his underfloor heating distributor is suitable for this. Adlår advises customers to always use a low temperature distributor. Ask our specialists for advice.

6.7 Home Electrical Capacity

We install electrical components with electrical demand. This will take away from the total capacity of your home. Adlår's team can provide guidance and maximum demand specifications for all the items we install but are not responsible for all the electrical components in your home and the total power demand of the home before or after the installation. If your electric provision to your home is not sufficient to meet the total power demand with the heat pump added in, Adlår cannot be held responsible.

6.8 Existing or customer supplied hot water cylinder

If you already have a domestic hot water cylinder compatible with heat pumps, we will be able to connect into this.

Additional charges related to this work however include:

Our familiarity (new cylinders not familiar will incur research costs)
Additional part requirements (3-way valve, immersion heater, etc)
Access for electrical connections between the heat pump and the cylinder

6.9 Emitter Upgrades

There are significant differences between a heat pump and a conventional boiler. A heat pump is specifically designed to keep a home warm with a continuous lower-temperature flow, whereas a boiler works reactively, with ON/OFF high temperatures.

Therefore, in the context of efficiency, it is always advisable to use underfloor heating and/or radiators with a low temperature with a heat pump.

Following our site survey our report may recommend for you to upgrade your emitters to take better advantage of this method of heating to give you maximum comfort in your home. We are not responsible for your choice on emitters following our recommendations.

6.10 Installation on flat roof or wall mounts:

We advise and recommend installing a heat pump at ground level. However, if the customer prefers to install the heat pump at a height, the customer is responsible for the costs of the necessary facilities, such as scaffolding, aerial work platform, crane, permits, safety measures, etc.

These costs apply not only to the placement and installation, but also to service and maintenance of the heat pump. It is important to be aware of these additional costs when considering having a heat pump installed at height.

6.11 Magnetic Filter

Adlår installs a dirt filter as standard in every installation. If an existing central heating system contains (a lot of) rust, Adlår can advise you to install an extra magnetic filter. You can install a magnetic filter for an additional charge. This is only possible during installation.

6.12 Micro Bubble Deaerator

Adlår installs an automatic air vent as standard in every installation, to prevent corrosion and air in the pipework, Adlår can also install a microbubble deaerator for an additional charge (must be done during installation time).

6.13 Cleanup

Adlår uses dust sheets and covers carpeted areas. Generally, we expect to work in utility cupboards and loft spaces away from the main living spaces, but every home can be different, and our installers may need to have access to different parts of the home. By their nature, these spaces tend to also be dusty, and only reasonable care can be expected from the installation team to ensure dust from pipes and cupboard spaces isn't transmitted into the rest of the home.

Our team are equipped with basic cleaning equipment, but we cannot be held responsible for reasonable dust and disruption caused during the install.

If you feel unreasonable disruption has occurred, please contact our complaints team on complaints@adlar.co.uk.

6.14 Waste Removal

You are responsible for the removal of the waste created from the install (not including the waste from any decommissioning activities. Adlår can supply a box for waste or can remove the waste for a communicated advance fee.

6.15 Parking, permit fees, and other fines for logistics/transport

The above costs will be borne by the customer, subject to subsequent calculation.

6.16 Additional Charges

Should you be in breach of conditions set out in this Contract 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.

7. CHANGE OF WORK

7.1 Accommodation of changes

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:

- a) it is technically possible.
- b) We have the necessary resources.
- c) The necessary permissions are in place.

7.2 Confirmation of Change

If we agree to this change of work, you must:

- a) confirm your request in writing; and,
- b) do so within 14 days of when you first tell us.

7.3 Price Adjustment

If the changes are substantial, we will adjust the price:

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

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.

7.4 Design Change

If, in the final design we present to you, the installation differs significantly from what we have described to you, we will draw this to your attention in writing and you will be able to cancel the contract as detailed in this contract.

8. UNEXPECTED WORK

8.1 Costs

This Contract and your Quotation will give you details of costs that would result from any unexpected work due to site conditions or special circumstances beyond the control of the member.

Where unexpected work arises, we will tell you and ask how you want us to proceed.

9. DELIVERY, TITLE, RISKS, AND WORKMANSHIP WARRANTY

9.1 Delivery

We will deliver the goods to the location detailed in the Quotation.

9.2 Administration

In case we fall into receivership, administration or bankruptcy before we deliver the goods to you, we will insure the money you pay us in advance. We will also ensure that our guarantees will be honoured should we fall into receivership, administration, or bankruptcy during the term of the installer's guarantee. We may do this through RECC's Deposit and Workmanship Warranty Insurance (DAWWI) scheme or an equivalent scheme.

9.3 Policy Details

We will provide you with details of the insurance scheme we use, and you will receive a policy directly from the provider once you have signed the Contract.

9.4 Client Deposit Account

We will place your deposit and advance payment made before the goods have been delivered to your property in a special 'client' or other third-party account or use the protected payment scheme which the Code administrator has arranged. This money can only be used for work carried out under this Contract.

If we should fall into receivership, administration, or bankruptcy then the money in that dedicated bank account (or held within the protected payment scheme) will be returned to you or passed to another supplier who will complete the work.

9.5 Deposit for Purchases - Title Ownership

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 we store the goods then we must keep them 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.

9.6 Goods belonging to us

Goods belonging to us may be delivered to the site. If the contract is terminated early for reasons detailed in this Contract, 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.

If the Contract is terminated early for reasons detailed in 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.

9.7 Before Title Transfer

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

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

10. YOUR CONTRACT CANCELLATION

10.1 Rights

Your rights to a cancellation period are detailed in this contract.

If you cancel this Contract after the period referred to in this Contract, 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.

If you want the work to start during the cancellation period, then you must request this in writing and sign the request. If we start the work on the installation and you later decide to cancel the contract within the cancellation period, then you may be responsible for the costs of the goods and services already supplied and for making good the property.

10.2 Delays outside of your control

If there is a delay to the delivery of goods or installation for reasons that are outside your control, then you will be entitled to cancel the contract and receive a full refund. This is in line with the Consumer Code and the Consumer Rights Act 2015.

10.3 Breach of Obligations

Additionally, if we are in breach of our obligations as detailed in this Contract then you have a range of remedies that will apply depending on the circumstances. If we breach the contract for the supply of services, then you are entitled to:

- a) a repeat performance of the service; or
- b) a price reduction

10.4 Faulty Supply of Goods

If any of the goods that we supply are faulty, incorrectly installed, incorrectly described, or not fit for purpose, you can:

- a) request a repair or a replacement; or
- b) reject the goods and claim a refund or compensation.

10.5 Change of mind

You cannot seek the remedies described in this Contract if you change your mind about the contract or decide you no longer want some or all of the components.

11. OUR CONTRACT CANCELLATION

11.1 Rights

As detailed above, you will be able to cancel the contract (and have any deposit or advance payment refunded) if, in the final design we present to you, the installation differs significantly from what we have described to you.

If you are in breach of your obligations as set out in this Contract 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 a reasonable opportunity to put right the alleged breach.

If we suffer a loss because of your breach of contract, we will 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.

12. DISPUTE RESOLUTION

12.1 RECC Resolution Procedure

If at any time a dispute arises between you and us that cannot be resolved you can refer the matter to be handled through RECC's dispute resolution procedure provided it falls within their remit, which is disputes relating to the sale and installation

of domestic renewable energy systems. We must agree to follow this procedure if that is your wish. RECC is certified through the Chartered Trading Standards Institute as an Alternative Dispute Resolution provider. You can find further information on the RECC website www.recc.org.uk/consumers/how-to-complain

If you register a dispute with RECC it will be allocated to a caseworker, who will mediate between both parties in an attempt to resolve the dispute. Mediation aims to reach a non-legal solution to the dispute in a reasonable timescale.

12.2 Independent Resolution

If an agreement is not reached through mediation for any reason, you can refer the matter to RECC's independent arbitration service, and we must agree to arbitration if that is your wish. You would have to pay a small fee directly to the arbitration provider, which may be refunded to you if the arbitrator finds in your favor.

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

Disputes that relate to the MCS Installer Standards can be referred to our MCS Certification Body.