

Contract of Sale

Our obligations to you

- We will carry out the work with all reasonable skill and care according to the timetable agreed.
- We will provide you with a guarantee that covers both the installation and the goods installed.

Your obligation to us

- You agree to our payment terms as per below:
 - 25% Deposit
 - 50% On delivery of materials
 - 25% Completion of works
- All payments must be paid within [thirty] days of invoice.
- It is your responsibility to get the necessary permissions and approvals for the work to take place. If required, we will help you do this.
- If you fail to pay on time, we may stop work and charge additional costs.
- If you cause the work to be delayed, we may stop work and charge reasonable additional costs.

Right to cancel

- If you cancel this contract you will not be entitled to return of your deposit, however if you have paid your further 50% this will be returned to you, less any fees we may have incurred which are not covered by your deposit. Past this point either party may cancel by written notice at any time if the other party:
 - a. Is in serious breach of their obligations
 - b. Becomes insolvent, or has a liquidator, receiver, manager, or administrator appointed



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1. Acceptance of proposal

- 1.1 Subject to section 1.2, unless we specifically agree otherwise in writing the Quotation is only valid for a period of 30-days from the date of posting and we reserve the right to amend the Quotation in the event that the installation does not take place within this 30-day period. If you wish to proceed then you must sign the Contract and return it 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.
- 1.2 We reserve the right to withdraw and re-issue any Quotation prior to completion of a Contract in the event that the cost to Us of any material or component that we would require in order to perform Our obligations increases by [5]% or more.
- 1.3 We will rely upon the written terms set out here in the Contract. Please read them carefully before signing them. If you need any explanations about these terms please write or telephone us at the address and telephone number provided. If any amendments to this Contract are required you must confirm these in writing and they must be agreed by an authorised representative of this Company.
- 1.4 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. Our obligation to you

- 2.1 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.
- 2.2 Nothing in these Terms and Conditions will absolve The Phoenix Works of its duties and responsibilities under the law in regard to health and safety.
- 2.3 At the end of the contract we will give you any guarantees, test certificates and other relevant paperwork related to your goods and installation. This will be contained within the completed installation email.

3. Your obligation to us

Deposit

- 3.1 We require you to pay a 25% deposit on signing of this agreement.

Interim Payment

- 3.2 A further 50% of the contract price is due on delivery of the materials to your property, payment to be settled within [30]-days of invoice.

Final Payment

- 3.3 The balance outstanding on the contract price is due on completion of the installation. We will issue you with an invoice when the work is complete. We require the final balance to be settled within [30]-days of invoice.
- 3.4 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.



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Consequences of late payment

- 3.6 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 8% above the base rate set by the Bank of England.
- 3.7 If an interim payment is requested and 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.
- 3.8 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, as detailed in section 3.7 of this Contract, then we shall 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.
- 3.6 If you fail to pay any compensation notified to you pursuant to section 3.5.2, we reserve the right to take legal proceedings to recover the goods or their outstanding value.

Consents

- 3.7 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.

Supply of services

- 3.8 You agree to provide the following for our use free of charge:
- Water, washing facilities and toilets
 - Electricity supply
 - Adequate storage space (if required)
 - 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
- 3.9 If you fail to allow us access to your property and, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property this shall be deemed to be a material breach of this Contract for the purposes of section 7.
- 3.10 If any parts or units needed to complete the work are delivered to you before our installation, you will ensure that it is stored in a safe, dry environment and will take care not to damage or permit any damage to any such parts. You are responsible for all risk including any damage, or loss of any parts of the system once they are delivered to you and before we install them.
- 3.11 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 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 sections 7 of this Contract will apply.
- 3.12 Should you be in breach of conditions set out in sections 3.7 to 3.11 of 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. If this happens then section 5 of this Contract will apply.

Price

- 3.13 The Quotation is based upon taxes payable at the date of the Quotation. If changes occur to the tax payable after the date of the Quotation, then the price shall be adjusted accordingly.



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- 3.14 Subject to sections 1.1, 5.3 and 7.5, the price for the work is as stated on the Quotation. This price is subject to change if on arrival on site, more work than originally specified is deemed necessary.
- 3.15 If we are delayed, or has work disrupted by the Client or others, then the additional costs of such delay or disruption will be added to the price for the provision of services. We shall be under no obligation to complete the works until such additional costs, or any additional costs referred to in section 3.14 above have been paid in full.

4. Delivery, title & risk

- 4.1 Unless otherwise agreed in writing, we will deliver the goods to the location detailed in the Quotation (if applicable).
- 4.2 Goods belonging to us may be delivered to the site. If the Contract is terminated early for reasons detailed in section 8.2 of 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 reserve the right to take legal proceedings to recover the goods or their value.
- 4.3 If the Contract is terminated early for reasons detailed under section 8.3 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 our reasonable costs or losses reasonably incurred. This may be deducted from any deposit or interim payment you have already made.
- 4.7 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
- 4.8 Ownership of the goods shall not pass to the Client until The Phoenix Works has received payment for such goods in full.

5. Change of work

- 5.1 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
- 5.2 If we agree to this change of work you must:
- Confirm this in writing
 - Do so within 14-days of when you first notify us
- 5.3 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



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- 5.4 Every change that means extra or revised work (as opposed to changes that leave something out) may incur extra costs. Changes to the works specification may also incur additional design costs. We will use reasonable endeavours keep such extra costs to a minimum.

6. Unexpected works

- 6.1 Should, due to circumstances beyond our control, unexpected works be required we will detail the costs that would result.
- 6.2 Where unexpected work arises, we will tell you and ask how you want us to proceed. Section 4.3 of this Contract will apply should you request that we proceed.

7. Changes to agreed timetable

- 7.1 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. We cannot be held responsible for those delays. If such delays occur we will complete the work as soon as possible.

Consequences of delay caused by us

- 7.2 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.
- 7.3 In the case of major delays to the delivery of goods then you will be entitled to cancel the Contract as detailed in section 8.

Consequences of delay caused by you

- 7.4 We will seek to accommodate small delays without recourse to compensation provided that you provide us with notice of the delay at least 7 days prior to the agreed date on which installation work is due to start.
- 7.5 Subject to section 7.4, if the work is delayed or lasts longer than expected for any reason within your control (including, but not limited to, your failure to comply with your obligations under sections 3.7 to 3.11), we will adjust the price accordingly, as shown in section 4.3 and subject to section 6 of this Contract. We also reserve the right to charge you additional costs incurred by us as a result of any such delay in completion of the works.

8. Cancellation of contract

Your rights

- 8.1 If you cancel this Contract other than pursuant to section 7.2 then you may have to pay compensation for costs or losses reasonably incurred. We will use reasonable endeavours to keep those costs to a minimum. We reserve the right to retain all or part of your deposit and any interim payment, if made, as a contribution towards these costs.
- 8.2 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.
- 8.3 If you are in serious 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, then we have a right to cancel the contract. Where we exercise our right to cancel pursuant to this section 8.3 you will be liable for any reasonable costs and/or losses we incur.

9. Disputes



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- 9.1 If the customer wishes to complain about the quality of the equipment, the installation, the advice given, the standard of service or any other aspect of the contract, the customer must first attempt to resolve this through the company's internal complaints procedure.
- 9.2 In the event of any dispute arising during the course of or subsequent to completion of the Contract the customer will not be entitled to withhold payment in excess of an amount representing the reasonable cost of the work required to rectify or replace any allegedly defective Works which are the subject of the dispute.
- 9.3 Should any dispute not be resolved internally the client has the right to raise an alternative dispute resolution via the NICEIC. Any dispute specific to online activities should be submitted via <http://ec.europa.eu/consumers/odr/>

10. Warranty, Liability & Insurance

Warranty Statement

- 10.1 Unless stated otherwise in writing, The Phoenix Works warrants that the services will be supplied in accordance with the specification and will be free from defects in workmanship for a period of **three** years from the date of completion of the installation; unless specifically stipulated, guarantees and warranties are **not** insurance backed. The Client should advise The Phoenix Works in writing of any breach of this warranty within 14-days of discovering such breach and confirm that they wish to make a warranty claim for rectification of the defect.
- 10.2 In the event of a valid warranty claim by the Client, The Phoenix Works shall be entitled, at their discretion, either to repair or replace the defective part of the installation free of charge and The Phoenix Works shall have no further liability to the Client in particular in respect of consequential loss.
- 10.3 The Phoenix Works shall not be liable for any loss of revenue, loss of profit, loss of goodwill, loss of opportunity or any indirect or consequential losses arising from the provision of the installation, including without limitation, any delays or loss of use. The Phoenix Work's total liability to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in connection with the Contract shall not exceed the total value of the Contract
- 10.4 The Phoenix Works accepts no liability for any effect that drilling, grouting, trenching or other ground works may have on foundations, services or structures and the Client should arrange for his other consultants to advise on the potential impact of such works and approve the position and construction of such works (if applicable).
- 10.5 The Phoenix Works shall be reliant upon information provided by the Client, their Architects, Engineers and other contractors and no liability is accepted by The Phoenix Works for the adequacy or correctness of such information.
- 10.6 The Phoenix Works will maintain an appropriate level of insurance to meet its legal liability for injury to their own personnel, injury to third parties or damage caused to the property of others in the course of work under the services to be provided.
- 10.7 We do not manufacture the equipment or components and cannot ourselves warrant or guarantee their performance. The principal devices within the system each come with a manufacturer warranty. These warranties cover manufacturing faults, satisfactory quality of the equipment within the meaning of the Supply of Goods and Services Act 1982 and fitness for the purpose for which the equipment is designed. If you need to make a claim under the warranty we will administer this process on your behalf and ensure that your claim is dealt with appropriately by the equipment provider.

Warranty Exclusions

- 10.8 If, in The Phoenix Works' sole judgment, the system has been subject to misuse, neglect or accident, or has been damaged through abuse, alteration, failure to follow The Phoenix Works' or the manufacturers' operation or maintenance instructions, or repaired by anyone other than The Phoenix Works and its authorised dealers/installers, this warranty will not be applicable.



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This warranty does not cover damage due to acts of God, power failures, lightning, fire, flood, severe weather, hailstorms, insect and pest infestation and other events reasonably beyond The Phoenix Works' control. Warranty coverage does not include any transportation costs for the return of components or for re-shipment of any repaired or replaced components.

11. Contact Details

11.1 Our correspondence address is:

**The Phoenix Works,
Unit D - Turnkey Park
Royds Lane
Leeds,
LS12 6AD**

11.2 If you wish to cancel the contract or have any comments or complaints about the work, letters or other communications should be addressed to Customer Services, either by writing to the address given in Paragraph 11.1, or by email to:

cs@thephoenixworks.com

12. General

12.1 If you provide us with incorrect measurements or any other incorrect information and we rely on this in preparing the order we reserve the right to increase our price to cover the reasonable cost of making good any errors or any additional work required because of them. Any price increase will be discussed with you before proceeding.

12.2 We reserve the right to take photographs of the ongoing and completed works and use said images in future promotions and through Social Media channels. If you wish us to refrain from publishing images of the works we require notification in advance, in writing.



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13. Payment Details

13.1 Please make cheques payable to: **"Phoenix Renewables Ltd"**

13.2 Please use the bank details below for all BACS payments:

Bank: **Barclays PLC**
Account name: **Phoenix Renewables Ltd T/A The Phoenix Works**
Account: **83193470**
Sort code: **200000**

Client		The Phoenix Works
I have fully read and understand the terms detailed above:		
Project Number:		
I would like to proceed with the quotation dated:		
I would like to proceed with the following work:		
At a total purchase price inclusive of VAT:		
Client		The Phoenix Works
Print Name:		
Sign:		
Date:		

