

These are the terms and conditions for our supply of any commissioned Renewable Technology solution, Thermal Scan or Energy Performance Certificate for the residential property specified by you. By ordering any of our Renewable Technology solutions, Thermal Scan or Energy Performance Certificates, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use our services.

1. Information about us

A. ThermaDetect Limited (we) are registered in England under company number 6248119. Our trading address is at Lindley House, Knightsbridge Road, Camberley, Surrey, GU15 3TS.

Commissioning a Renewable Technology solution, Thermal Scan or Energy Performance Certificate

By commissioning a Renewable Technology solution, Thermal Scan or Energy Performance Certificate through our company, you warrant that: (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old.

How the contract is formed between you and us

Our company allows you to request details of costs for the preparation of a Renewable Technology solution, Thermal Scan or Energy Performance Certificate for the property specified, by telephone, e-mail or in a letter by post. We will respond to you by e-mail or letter by post, giving you a quote based on the information you have provided to us. All costs quoted by us are valid for 30 days only. You can then decide if you wish to place an order on that costs basis via e-mail or letter by post.

A. After placing an order to commission a Renewable Technology solution, Thermal Scan or Energy Performance Certificate, you will receive an email or letter by post from us acknowledging that we have received your order. Your order constitutes an offer by you to us to buy this service. All orders are subject to acceptance by us, when we will send you an e-mail or letter by post confirming that we have accepted your order (the Order Acceptance). The contract between us will only be formed when we send you the Order Acceptance.

If you have asked us to supply more than one address, the same acceptance procedure will apply to each individual Renewable Technology solution, Thermal Scan or Energy Performance Certificate.

Price and Payment

The price of any Renewable Technology solution, Thermal Scan or Energy Performance Certificate, is as quoted to you by us in an e-mail or in a letter by post. These prices include electronic delivery to you via e-mail only. Additional charges apply if you require Renewable Technology solution, Thermal Scan or Energy Performance Certificate, to be sent to you by any other means.

A. If you have been quoted an incorrect price by us in error for a Renewable Technology solution, Thermal Scan or Energy Performance Certificate, we are by no means obligated to

supply you with a Renewable Technology solution, Thermal Scan or Energy Performance Certificate. at the incorrectly quoted price.

B. Payment for the Renewable Technology solution, Thermal Scan or Energy Performance Certificate, will always be made by you to us in advance of any Renewable Technology solution, Thermal Scan or Energy Performance Certificate, being delivered to you by us. If there is an exception to this you will be notified by us in an e-mail or a letter by post

Rights of Cancellation

As a consumer you have a cooling-off period in which you can withdraw from the contract for any reason, subject to the provisions in 5.B below. This cooling-off period ends seven working days from the day after the contract was concluded and you receive our Order Acceptance in accordance with clause 3.A above. If you wish to cancel you order you must notify us within the prescribed period by e-mail or letter by post. This provision does not apply to business to business transactions.

A. If you are a consumer, the cooling-off period and the right to cancel will not apply where; (i) Renewable Technology solution, Thermal Scan or Energy Performance Certificate has already been issued to you; and (ii) you have already opened any emails or sealed envelope containing a Renewable Technology solution, Thermal Scan or Energy Performance Certificate or; (iii) we begin the preparation of a Renewable Technology solution, Thermal Scan or Energy Performance Certificate., by agreement with you, before the cooling off period ends.

B. Subject to clause 5.F, contracts cancelled by you within the seven day cooling-off period will be refunded in full, excluding any costs of posting the Thermal Scan, Energy Performance Certificate to you. However, you will be responsible for the cost of returning any Energy Performance Certificate or Thermal Scan to us.

C. We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we received your cancellation.

D. Any cancellations or refunds for Renewable Technology solution, Thermal Scan or Energy Performance Certificate other than in accordance with the cooling-off period referred to above will be at our sole discretion.

E. If you cancel the contract you will remain liable for the cost of any third party reports already ordered or obtained by us on your behalf in accordance with the provisions of clause 7.

F. This clause 5 does not affect your statutory rights.

Information provided by you to us

You will be asked by us to provide us with information about your property that we deem necessary to produce Renewable Technology solution, Thermal Scan or Energy Performance Certificate once we have accepted your order. The specific questions we ask will vary from

property to property. We will ask for this information in an e-mail or in a letter by post or in person.

A. You will be required to provide the information by e-mail or in a letter by post or in person.

B. You may incur additional charges in obtaining information to send to us for our inclusion in the Renewable Technology solution, Thermal Scan or Energy Performance Certificate. An example of such costs (but not limited to) might be Landlords or Managing Agents charges for providing a copy of a lease and other leasehold information. Any such costs are not included in our charges.

C. Unless there are exceptional circumstances, your contract for a Renewable Technology solution, Thermal Scan or Energy Performance Certificate will normally be fulfilled by delivering to you by email a Renewable Technology solution, Thermal Scan or Energy Performance Certificate within ten days of you receiving from us an Order Acceptance form.

D. The timescale in 6.D is for guidance only and we shall not be responsible for delays owing to holiday periods or other causes outside our reasonable control.

E. We shall not be liable for any losses of any customer information forms sent to us and you are advised to take copies of all items prior to sending them to us.

F. Information provided by you to us will form part of the publicly-available Renewable Technology solution, Thermal Scan or Energy Performance Certificate upon which reliance may be made by potential or actual buyers, mortgage lenders and other interested parties. It is imperative that all information provided by you to us is as accurate and complete as possible. You may be held liable for any false, misleading, inaccurate or incomplete information you provide.

G. You agree to notify us immediately if you become aware of any information that you have provided to us is incorrect, inaccurate, false or misleading.

H. If you provide us with an incorrect address for the Renewable Technology solution, Thermal Scan or Energy Performance Certificate, you will still be liable to pay our fees once a contract has been made between us

Third Party Reports

You acknowledge and agree that during our preparation of a Renewable Technology solution, Thermal Scan or Energy Performance Certificate, it may be necessary for us to obtain reports from third parties on your behalf in relation to your property.

A. The fee that we charge you for preparing a Renewable Technology solution, Thermal Scan or Energy Performance Certificate includes our costs of obtaining certain specified Third Party Reports on your behalf.

B. Our fees for preparing a Renewable Technology solution, Thermal Scan or Energy Performance Certificate are based on information you have supplied us with. There may be additional costs if you have supplied us with incorrect information or incomplete information.

An example of this could be where you have told us that the land is registered, but in fact the land is not registered.

C. In the event that we need to obtain further Third Party reports on your behalf in preparation of a Renewable Technology solution, Thermal Scan or Energy Performance Certificate we will notify you by e-mail or letter by post informing you of any additional costs. We will not seek to obtain any additional Third Party Reports unless you confirm that you require us to do so. Confirmation from you will be by e-mail or letter by post.

D. Any delay by you to approve any additional requests of Third Party reports may result in a delay of our preparation of a Renewable Technology solution, Thermal Scan or Energy Performance Certificate. Any Missing required Third Party Report from a Home Information Pack may render the Renewable Technology solution, Thermal Scan or Energy Performance Certificate incomplete and may mean you do not comply with your legal obligations because of this.

E. Where we obtain Third Party Reports on your behalf, you acknowledge that we do so as your agent and we shall be permitted to disclose to the relevant party from whom we obtain any Third Party Report that we are acting on your behalf. As such, the contract for the provision of such Third Party Reports will be between you, as the disclosed principal and the provider of the Third Party Report and ThermaDetect Limited are not a party to any such contract we make as your agent and we cannot sue or be sued upon it.

F. ThermaDetect Limited shall at all times endeavour to obtain any required Third Party Reports for you from suitable parties whom we believe to have a suitable level of competence and professional standing. You acknowledge that ThermaDetect Limited is not liable for the contents of any Third Party Reports or any errors or omissions within any such Report or any delay by any Third Party in providing any such Report.

G. If you exercise your right to cancel a contract in accordance of the provisions in clause 5, ThermaDetect Limited reserve the right to charge you for any costs incurred by us in obtaining Third Party Reports on your behalf prior to the date of cancellation of the contract.

Our Liability

ThermaDetect Limited are not responsible to you for any Data that you lose from any E-mail we have sent you although we will where possible re-submit any such Data to you by E-mail free of charge. You acknowledge that you have the means to back up and save any Data sent by us to you by E-mail and you acknowledge that you have saved any Data that you have sent to us by email.

A. We shall not be liable for any use made of your Renewable Technology solution, Thermal Scan or Energy Performance Certificate or any information contained in it by third parties once your Renewable Technology solution, Thermal Scan or Energy Performance Certificate has been made available to the public by any means.

B. Subject to clause 8.D, our entire liability to you in respect of these terms and conditions or any contract shall be limited to £250,000, which represents the level of our insurance cover and you are responsible for making your own arrangements for the insurance of any excess if required.

C. Clause 8.C does not include or limit in any way our liability for (i) death or personal injury caused by our negligence; (ii) for fraud or fraudulent misrepresentation by us; or (iii) for any other matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

D. We accept no liability for any loss of income or revenue, loss of business, loss of profits, loss of contracts, loss of data, loss of time or any consequential loss or damage of any kind whether caused by breach of contract, negligence or otherwise.

Communications

Certain applicable laws require that some of the information we send to you should be in writing; you accept that our communications with you will from time to time be electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, information and notices that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Cancellation by us

ThermaDetect Limited reserves the right to refuse to accept your order for a Renewable Technology solution, Thermal Scan or Energy Performance Certificate for any reason, and we do not have to give you a reason why we have refused your order for a Renewable Technology solution, Thermal Scan or Energy Performance Certificate.

A. We reserve the right to cancel our contract with you at any time if you give us reasonable grounds to believe that you have supplied us with incorrect, false or misleading information or if we believe you may do so in the future. If we cancel our contract with you we will notify you by e-mail or letter by post.

Unexpected Events

ThermaDetect Limited will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract caused by events that are outside of our reasonable control.

A. Examples of these events could be (but not limited to) outbreak of Civil War (whether declared or not), National power outages, industrial disputes, extreme weather conditions, theft of equipment and hostile Computer acts.

Notices

All notices given by you to us must be given to ThermaDetect Limited at Lindley House, Knightsbridge Road, Camberley, Surrey GU15 3TS or email to: enquiries@thermadetect.co.uk

A. We will give any notices to you from us by Email or letter by post.

B. We will deem any notices given by us as received and served 24 hours after an email is sent or 3 working days after a letter has been posted by us.

Severability

If any of these terms and conditions or any of the provisions of a contract are deemed by any competent authority to be invalid, unlawful or unenforceable, such term, condition or provision will to that extent be severed from the remaining terms and conditions, which will continue to be valid to the fullest extent permitted by law.

This Document

These terms and conditions and any document referred to in them set out the entire agreement between us in relation to any contract. These terms and conditions and any document referred to in them supersede any prior agreement, understanding or arrangement between us whether orally or in writing.

A. ThermaDetect Limited has the right to revise these terms and conditions from time to time.

B. You will be subject to the policies, terms and conditions in force when you order a Renewable Technology solution, Thermal Scan or Energy Performance Certificate from us, unless we are required by law to make any changes to comply with any laws.

The Law

These terms and conditions and any contracts for the purchase of Renewable Technology solution, Thermal Scan or Energy Performance Certificate (which are provided only for properties in England and Wales) through ThermaDetect Limited will be covered by English law. Any dispute arising from, or related to, such terms and conditions or contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales, although we retain the right to bring proceedings against you for breach in your country of residence or any other relevant country.

1 THERMADETECT LTD- Additional TERMS AND CONDITIONS For the supply of Renewable Energy

1. QUOTATIONS

All quotations are subject to confirmation by 1 ThermaDetect Ltd (henceforth the 'Company') on receipt of the purchaser's signed order. The customer shall give a written order, which shall take effect as an offer to purchase, whereupon a contract shall automatically be created when a representative of the Company countersigns the order.

2. ORDERS

Orders are accepted on the understanding that the general conditions of sale will apply, regardless of any conditions printed on customers own stationery. Exceptions will be where a separate contract or agreement has been drawn up between the two parties. **ORDERS OR CHANGES TO ORDERS MUST BE IN WRITING**, otherwise the Company cannot accept responsibility for wrong interpretation or delay. In all cases, the issue of a signed copy of the order form is proof of acceptance of an order and confirms details of such orders, but it is the responsibility of the buyer to check orders and confirmation notes carefully to ensure that their requirements have been correctly interpreted as subsequent alterations may be impossible, without incurring a charge.

3. DEPOSIT AND CANCELLATIONS

A deposit of 50% is required prior to processing of all orders, unless otherwise agreed by the Company. Cancellation of the order can be made using the Company's Cancellation Form up to seven working days from order date (the cooling off period). Cancellation will also be accepted if the Company cannot supply/install within the time period specified in the contract or subsequently agreed in writing by both parties. The Company reserves the right to cancel the order if it transpires that it is not technically viable to carry out the work, due circumstances not noted at the time of survey or subsequently changed (e.g. bats, vermin, asbestos, health and safety hazard etc.). In such situations, the Company will notify the customer of the reasons in writing within seven days and will supply an amended proposal where feasible or will refund the deposit in full if this is not acceptable.

4. TRANSIT BREAKAGES AND CLAIMS

Consignments are fully insured against loss or damage to the point of delivery. It is important that all items are examined upon receipt or as soon as possible afterwards. Any loss or damage should be reported to us immediately and confirmed in writing within 3 days. Non delivery must be reported to us within 3 days after the agreed date of delivery, otherwise it will be assumed that all the items have arrived safely. Failure to comply with these conditions may prevent the customer from recovering the cost of any loss or damage sustained. Deliveries will be made only over hard and practicable roads, unless otherwise agreed. No claims for damages or discrepancies will be allowed unless:-

- i. The carrier's rules are complied with
- ii. The delivery ticket is marked "Damaged" or "Deficient" and brief details given thereon
- iii. A claim is made within seven days of receipt of the goods

5. DELIVERY AND INSTALLATION DATES

Delivery and/or installation dates are submitted in good faith on the assumption that the materials and labour will be normally available. In the event of supplies or labour being interrupted by illness, strikes, lockouts, fire, war or other contingencies beyond our control there may be a delay or suspension of orders. Whilst every effort will be made to deliver/install goods by a specified date, should delivery be delayed for any reason whatsoever the Company will inform the client as soon as possible, but will not be responsible for any loss, delay or inconvenience sustained by the buyer. If a buyer fails or refuses to take delivery of materials, or allow an installation to proceed, on the date on which has been agreed, they shall be liable to the Company, and for a reasonable charge by the Company for any charges incurred by the Company couriers or installers. Alterations to timings by the purchaser must be made before 10am on the first working day prior to delivery or installation and under no circumstances be made after the goods and/or installers have been despatched.

6. PLANNING PERMISSION AND OWNERSHIP

Unless it is included on this contract in writing, it will remain the customer's responsibility to obtain any planning permission or listed building consent required. The Company will not accept any claims whatsoever for loss or inconvenience due to not obtaining required permissions if it is not included on this contract. By signing the contract the buyer is accepting responsibility as owner of the property or agreed agent for the owner, with the consequent rights to make alterations to said property.

7. PAYMENTS

A deposit is required before any order is processed and payment in full is required upon completion of an installation. Payments can be made either by cheque, debit card, bankers draft or postal order made payable to "ThermaDetect Ltd". If a buyer defaults in payment the Company may delay delivery, installation or cancel the contract altogether. Interest will be charged on any overdue payment at a rate of 2% per month from the date of delivery or completion of installation.

8. TITLE OF GOODS

Until the Company has received payment in full of the price of the goods, the buyer acquires no title to the goods which are subject of the sale, and the ownership thereof remains with the Company. However upon receipt of a deposit for an installed system this deposit will be used for purchasing equipment to be held on trust for the purchaser, separately stored, protected, insured and clearly identified as the consumers' property, up to the value of said deposit.

9. RESPONSIBILITY

Once delivered, the customer is responsible and shall indemnify the Company against any damage or loss of materials and equipment of the Company arising out of any accident by fire, theft or other cause. The customer shall effect insurance to cover such matters. Any such accident shall not entitle the customer to rescind the whole or any part of the contract.

10. GUARANTEES

Installation work carried out by the Company is guaranteed against poor workmanship for a period of one year. Faulty parts will be replaced free of charge whilst under guarantee, but a charge will be levied if the fault is found to be due to user error. After the one year installation guarantee period has expired, all call outs will be chargeable. All other parts are subject to manufacturer's guarantees, which vary.