

These Terms of Business form part of the contract entered into between you and Greenstone Energy Solutions Ltd - we recommend that you read them carefully as they affect your legal rights and liabilities. If you have any concerns they should be raised at the earliest opportunity and in any event prior to work commencing.

## **1. Definitions**

1.1 For the purpose of these Terms of Business the following definitions shall apply:

The "Company" means Greenstone Energy Solutions Limited.

The "Customer" means you, the person or organisation with whom the Company has entered into a contract for the supply of goods and/or services.

The "Engineer" means the representative appointed by the Company to perform the agreed work.

"Labour" means all time spent by the Engineer in carrying out work on behalf of the Customer, including all reasonable time spent in obtaining materials.

"Materials" means, in respect of each job, all hardware and fittings installed, supplied and/or purchased on behalf of the Customer by the Company.

## **2. Fixed Price Work**

2.1 Fixed price work shall be quoted for in advance by the Company. The quoted price shall represent the total amount (exclusive of VAT) to be paid by the Customer for the specified work, however this amount may be revised by the Company in the following circumstances:

- (a) if after submission of the quote the Customer instructs the Company (whether orally or in writing) to carry out additional work that is not referred to in the quote (such additional work to be charged on an hourly rate basis in accordance with paragraph 3 below);
- (b) if after submission of the quote there is an increase in the source cost of the Materials;
- (c) if after submission of the quote it is discovered that additional work needs to be carried out that was not reasonably anticipated when the quote was prepared (such additional work to be charged on an hourly rate basis in accordance with paragraph 3 below); and/or
- (d) if after submission of the quote it is discovered that there was a manifest error in the Company's preparation of the quote.

2.2 The Company shall only be bound by quotes provided to the Customer in writing and signed by a duly authorised representative of the Company; an estimate provided orally shall not amount to a binding quote. The Customer may accept a quote either orally or in writing but in the absence of express communication the Customer shall be deemed to have accepted a quote at the time it instructs the Company to perform the quoted for work.

2.3 Quotes provided by the Company are valid for 14 days from the date of the issue. This does not affect the Company's right to withdraw a quote at any time prior to its acceptance.

## **3. Hourly Rate Work**

3.1 In the absence of an accepted quote (in accordance with paragraph 2.2) the amount charged to the Customer shall comprise:

- (a) Labour charged at the Company's applicable hourly rate set out in paragraph 3.2;
- (b) the Company's charge in respect of the Materials; and
- (c) any of the incidental costs set out in paragraph 3.3.

3.2 Hourly rates:

The Company's normal working hours are Monday – Friday, 8.30am to 5.00pm. All other times are classed as out of hours and will carry the Company's out of hours charge out rates.

Work will be charged in accordance with the Company's current rates, with a minimum of an hour including callout and thereafter per elapsed quarter hour. Return visits to on going works will not incur another call out charge but will still carry a minimum of a half hour charge.

The Company reserves the right to change its current hourly rate on 14 days' written notice to the Customer.

3.3 The Company shall be entitled to recover the following costs from the Customer:

(a) all reasonable parking expenses incurred by the Company and the Engineer in attending the Customer's property (and/or the premises of its preferred suppliers).

(b) a charge of £45 (per occurrence) in the event that the Customer fails to provide the Company and/or Engineer with access to the property at a time that has been scheduled for work or an inspection to take place.

#### **4. Payment and Customer Liability**

4.1 The Company shall invoice the Customer on completion of the work, or earlier by written or oral agreement between the parties.

4.2 The Customer shall pay each invoice submitted to it by the Company within 14 days of receipt. Any part of an invoice that has not been paid by its due date shall attract interest at the rate of 4% above the Bank of England base rate from the due date up until the date that payment is received in full by the Company.

4.3 In addition to charging interest, if the Customer fails to pay by its due date an invoice which it has been agreed will be issued prior to completion of the work, the Company reserves the right to suspend all further work until such invoice has been paid in full.

4.4 The Customer shall accept sole liability to discharge the Company's account unless it has disclosed in its initial instruction (and in any event prior to work commencing) that it is acting on behalf of a third party (including where such third party is a limited company, partnership or other corporate entity) and, if a quote has been accepted, the name of the third party appears on the quote.

4.5 If the Customer cancels its instruction prior to the work having been completed (including during the period prior to the work's commencement) the Customer shall be liable for all expenditure incurred by the Company on the Customer's behalf, together with the profit that would have been made by the Company if the work had been carried out in full and, if applicable, all of the Materials had been supplied in accordance with the Customer's original instructions.

4.6 The Customer shall be solely liable for any hazardous situation in respect of the Gas Safe Register regulations or Gas Warning Notice issued by the Company.

4.7 The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company to the Customer.

#### **5. Guarantee and Company Liability**

5.1 If, within 12 months of the date of an invoice issued by the Company, the Customer gives notice in writing to the Company that it is not wholly satisfied with the work to which the invoice relates, the

Customer shall afford the Company (and its insurers if necessary) the opportunity to inspect the work and, if such work does not meet the standard originally contracted for, the Company shall carry out remedial works to restore it to such standard (the "Guarantee").

5.2 The Guarantee shall be for labour only in respect of faulty workmanship and shall not extend to faults, defects or wear and tear of Materials installed by the Company. The Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company in respect of Materials installed by it.

5.3 The Guarantee will become null and void if:

- (a) any of the work completed and/or Materials installed by the Company is subject to misuse or negligence by anyone other than the Company or its Engineers;
- (b) any of the work completed and/or Materials installed by the Company is repaired, modified or otherwise tampered with by anyone other than the Company or its Engineers;
- (c) the Customer has failed to service any of the Materials installed by the Company in accordance with the manufacturer's recommendations;
- (d) the Customer has failed to carry out any supplementary work that was recommended by the Company or the Engineer as being necessary at the time the work was completed; or
- (e) the invoice to which the work relates has not been settled in full in accordance with paragraph 4 (above).

5.3 The Guarantee shall not apply to work performed by the Company:

- (a) in respect of blockages of waste and/or drainage systems or similar;
- (b) at the instruction of the Customer against the oral or written advice of the Company or its Engineers; or
- (c) on installations that are of inferior quality or that are over ten years old.

5.4 The Company shall accept no liability and shall not be held responsible for any loss, damage or defect (whether direct or consequential) resulting from:

- (a) work that is not fully covered by the Guarantee.
- (b) the unsuitability of any Materials supplied by the Customer.
- (c) the late or non-attendance on site of an Engineer and/or the late or non-delivery of Materials.

5.5 Engineers operate under their own Gas Safe registration and as such are solely responsible for all gas related work and subsequent liability.

5.6 Nothing in these Terms of Business excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for any other matter in respect of which it would be illegal for the Company to attempt to exclude its liability.

## **6. Title to Materials**

6.1 Ownership of the Materials shall not pass to the Customer until the Company has received payment in full for i) the Materials and ii) all other amounts that have fallen due to the Company from the Customer on or before the date on which payment for the Materials has been made in full.

6.2 Until ownership of the Materials has passed to the Customer:

- (a) the Company shall have absolute authority to repossess, sell or otherwise dispose of all or any part of the Materials;
- (b) the Customer grants the Company, its Engineers, agents and employees an irrevocable licence at any time and without notice to enter any premises in which the Materials are, or are reasonably

believed by the Company to be, stored or installed for the purposes of inspecting and/or removing them; and

(c) the Company shall be entitled to recover payment for the Materials notwithstanding that ownership of any of the Materials has not passed from the Company.

6.3 Notwithstanding paragraphs 6.1 and 6.2, risk for the Materials shall pass to the Customer at the time of their delivery to the Customer's premises and until such time as their ownership has passed to the Customer the Customer shall keep the Materials insured for their full price against all risks. On request the Customer shall provide a copy of the policy of insurance to the Company.

## **7. Things we cannot cover:**

7.1 The Company are unable to guarantee work, parts and equipment supplied to the Customer if they are misused, treated negligently or if the Company's work is repaired, modified, or tampered with by anyone other than the Company.

7.2 Where the Company carry out works for the Customer using the Customer's materials the Company can take no responsibility for the quality, fitness for purpose or otherwise of these materials so the Company cannot accept responsibility for them.

7.3 The Company cannot guarantee work where the Customer order the Company to carry out work against the advice of the Company's representative. This advice will be given to the Customer either orally, or in writing.

7.4 The Company's guarantee in accordance with clause 6 is void if the Company indicate that further works need to be carried out and the Customer opts not to proceed with such works.

7.5 The Company cannot guarantee any work to unblock waste or drainage pipes nor any maintenance work or service of nature which would in normal usage and under normal conditions necessitate regular maintenance. Nor can the Company guarantee further damage or defects caused by work that is not fully guaranteed or where recommended further work has not been carried out.

7.6 The Company will not accept liability for any damage caused by disturbance to existing supplies, tanks, cylinders, fire surrounds or other equipment; or any damage whatsoever caused to the work or the Customer's premises or property by inclement weather or other factors outside our control.

7.7 The Company cannot guarantee work or remedial work on existing installations that are either inferior or over 10 years old nor can the Company guarantee the effectiveness or otherwise of work in these cases.

7.8 The Company shall not be held liable for any delay or consequences of any delay in performing their obligations if such a delay is due to any cause beyond the Company's reasonable control and the Company shall be entitled to reasonable time extensions.

7.9 The Company shall be entitled to recover the costs or damages from any person or contractor whose negligence or faulty workmanship makes the Company liable to pay for any damages or rectification of work.

## **8. General**

8.1 These Terms of Business form part of the offer for the supply of goods and/or services made by the Company to the Customer and shall become binding upon the Customer's acceptance of such offer.

8.2 These Terms of Business may only be varied by an agreement in writing signed by the Company and the Customer. A failure or delay by either party to exercise any of its contractual or legal rights or remedies shall not constitute a waiver of such right or remedy.

8.3 These Terms of Business shall prevail over any inconsistent terms of business (or similar) that are at any time provided or referred to by the Customer, or are implied by practice or trade custom.

8.4 The Company shall have no liability to the Customer if it is prevented from, or delayed in, performing any of its contractual obligations by any act, event or omission that is beyond its reasonable control. In such circumstances the Customer shall allow the Company a reasonable extension of time in which to complete the work.

8.5 If any provision of these Terms of Business is found by any court to be invalid, illegal or unenforceable, that provision shall be deemed not to form part of the contract between the Customer and the Company and the validity and enforceability of the other provisions shall not be affected.

8.6 The Company shall be entitled, with the consent of the Customer (such consent not to be unreasonably withheld), to assign or transfer any of its rights, and/or to sub-contract or delegate any of its obligations, to any third party.

8.7 Headings and titles in these Terms of Business shall not affect their interpretation.

8.8 These Terms of Business, and all other contractual rights and obligations arising between the Customer and the Company, shall be governed by, and construed in accordance with, the laws of Scotland and shall be subject to the exclusive jurisdiction of the courts of Scotland.