

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 13
(OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU)**

Our Terms

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods and/or services.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are **BidConnecter Limited** a company registered in England and Wales. Our company registration number is 09358176 and our registered office is at 4 River Terrace, The Slipe, Arundel, West Sussex, BN18 9DU, United Kingdom. Our registered VAT number is 242727313.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 01903 86 32 56 or by writing to us at team@bidconnecter.com and by mail to: BizSpace Suite 8, Courtwick Lane, Littlehampton, West Sussex, BN17 7TL.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **The Quote.** We will provide you with a provisional quote. This will give you an estimated guide as to the cost of the products but this will always be subject to a Site Survey. The purpose of the Site Survey is to see exactly what work is involved and to check that the products are suitable for your property. Once you have received the provisional quote, if you would like to proceed then we will arrange a date and time with you for a Site Survey. If we have conducted a site survey we may at our risk provide you with a firm quote based on a generic price for materials and labour without completing a full technical survey. This specifically may apply to applications made under the Government's GHGV Scheme. Following the Site Survey you will be issued with a formal quote. Please note that in relation to heating installation work there may also have to be a second Site Survey, the formal quote will also be subject to this second Site Survey.
- 3.2 **Energy Company Obligation Funding Scheme (the ECO Funding Scheme).** We will only be able to check if you are eligible for a contribution towards the costs of the products through the ECO Funding Scheme based on the information that you provide to us. It is therefore important that the information that you give to us is accurate. We do not administer this scheme and we have no say in whether you meet the funding criteria. The information you provide to us will be submitted to the DWP and the Energy Saving Trust. They provide us with a report that confirms that you are either matched, unmatched or unverified for funding. Where possible we will carry out the funding check ahead of the Site Survey. This is not always possible and when it is not possible the formal quote will be issued conditional upon the results of the funding availability. If you are eligible for ECO funding it may not cover the entirety of the costs of the products; in such cases if you decide to proceed with the Order you will be responsible for paying any balance in accordance with these terms. If you are not confirmed as eligible for funding from the ECO funding scheme (you will have received an unmatched or unverified result) you can still

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place an order for the work quoted for but you will be responsible for paying for the products in accordance with these terms.

- 3.3 **Local Authority Flexible Eligibility Scheme (the LA Flex Scheme).** There may also be the possibility for customers to qualify for funding through the LA Flex Scheme. Each local authority is given the opportunity to create their own Statement of Intent which details the criteria set out by that local authority for who they deem eligible for the LA Flex funding. We have to submit an application to the local authority with certain information about you, but it is at the local authority's discretion if they decide you are eligible. The local authority may contact you directly to confirm certain information. If you have given us inaccurate or incorrect information, the decision is always down to the local authority not us to deem customer eligibility. We do not administer this scheme and we have no say in whether you meet the funding criteria.
- 3.4 **Your Order.** The order constitutes an offer by you to purchase the products in accordance with these Conditions. You can place your order by agreeing to the quote following the Site Survey over the telephone or by email.
- 3.5 **How we will accept your order.** Once you have confirmed that you wish to proceed with the formal quote, our acceptance of your order will take place when we email or we will call you to accept it, at which point a contract will come into existence between you and us.
- 3.6 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the products are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.7 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.8 **We only sell to the UK.** Our leaflets, website and App are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.
- 4. Our products**
- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website, App or in our brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that either a device's display of the colours or a picture in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images. All of our products are certified by the relevant governing body and installed in compliance with our obligations under the appropriate trade association memberships and other prevailing standards appropriate to the scheme.
- 4.2 **Site Surveys.** We will need to carry out a Site Survey. There will be a second Site Survey if your order is in relation to the installation of heating products. It is important that you provide the surveyor with any relevant information within your knowledge about the property – this might include previous work you have had carried out in the area in which the installation will take place, or of a similar nature, where the water and gas connections are. Our surveyors will seek to take photographs of relevant areas of your home. If there are items that you do not want photographed then it is important that you remove them from the area before the Site Survey. Where possible we will always send a surveyor, who is system trained by the relevant system or product manufacturer. If it is not possible to send a system trained surveyor we may send a general surveyor for the purposes of offering a firm or provisional price.
- 4.3 **Workmanship Warranty.** Our heating products are covered by a 2 year Workmanship Warranty. The warranty covers the functioning of the replacement boiler or the heating system when any claim under the warranty is notified to the Warranty Provider within 2 years of the date of system commissioning.
- 4.4 The products covered under the Warranty in clause 4.3 are covered by an Insurance Backed Guarantee for your benefit. This will provide you with cover in the unlikely event that BidConnector Ltd ceases to trade and we are unable to honour the Guarantee in accordance with clause 4.3. Other products will be covered by workmanship warranties of longer duration, depending on the product or service offered. You will be provided with the warranty within 14 days of completion or handover of the product or service (whichever is the later date).

- 4.5 The installation of insulation may be regulated by the Office of the Gas and Electricity Markets, and each insulation installation will be issued with the appropriate installation guarantee certificate.
- 5. Your rights to make changes**
- 5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, *Your rights to end the contract*). If you have accepted our offered price under the GHGV Scheme you may need to contact the GHGV Scheme Administrator to amend your voucher value prior to us commencing any works.
- 6. Our rights to make changes**
- 6.1 **Minor changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements for example, to comply with Gas Safe Regulations or the ECO funding Scheme rules.
- 6.2 **More significant changes to the products and these terms.** In addition, as told to you over the telephone or in the course of email exchanges, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.
- 7. Providing the products**
- 7.1 **When we will provide the products.** We will begin the services and provide the products on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process. The completion date is only an estimate
- 7.2 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible 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 and receive a refund for any products you have paid for but not received.
- 7.3 **If you do not allow us access to provide the products.** If you do not allow us access to your property to install the products as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.4 **When you become responsible for the goods.** A product which is goods such a boiler, radiator, or piping and accessories for example will be your responsibility from the time we deliver the product to the address you gave us or you.
- 7.5 **When you own goods.** You own a product which is goods once we have received payment in full whether that payment is through the ECO Funding Scheme or you are paying privately in part or in full or you are accessing another grant scheme or funding source.
- 7.6 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your full name, address, date of birth and information relating to any benefits you receive if you are applying for a government grant under the ECO Funding Scheme or any other scheme that requires eligibility checks, such as the GHGV Scheme. If so, this will have been told to you over the telephone, by email, or when we complete the initial Site Survey on your property. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us or other agencies involved in the scheme administration the information we need within a reasonable time of us asking for it.
- 7.7 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product:
- (a) to deal with technical problems or make minor technical changes.
 - (b) to update the product to reflect changes in relevant laws and regulatory requirements.
 - (c) to make changes to the product as requested by you or notified by us to you (see clause 6);

- (d) because of measures implemented by local or central authorities which prevent or delay of the supply of products.
 - (e) because of circumstances outside of our control, such as fires, floods, earthquakes and other natural phenomenon, epidemics and pandemics, terrorism, riots or civil unrest.
 - (f) because of adverse weather conditions which make it unsafe to travel to your property or which prevent the installation of the insulation.
 - (g) Because of changes to scheme rules in Government Schemes that make you or us ineligible to participate.
 - (h) Or for any other reason, considered reasonable, which is communicated to you by us.
- 7.8 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 2 months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.9 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).
- 8. Your rights to end the contract**
- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;
 - (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
 - (c) **If you have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
 - (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**
- 8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
 - (b) we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;
 - (c) there is a risk that supply of the products may be significantly delayed because of events outside our control.
 - (d) we have suspended supply of the products for the reasons set out in clause 7.7, in each case for a period of more than 2 months; or
 - (e) you have a legal right to end the contract because of something we have done wrong.
- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 **When you do not have the right to change your mind.** You do not have a right to change your mind in respect of:
- (a) services, once these have been completed, even if the cancellation period is still running.

- (b) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.
 - (c) any products which become mixed inseparably with other items after their delivery such as a heating system that has been installed into the property or insulation that has been installed into the property.
- 8.5 **How long do I have to change my mind?** You have 14 days after the day we email or call you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 9. **How to end the contract with us (including if you have changed your mind)**
- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
 - (a) **Phone or email.** Call customer services on 01903 863256 or email us at team@bidconnector.com. Please provide details of what you bought, when you ordered or received it and your name and address.
 - (b) **By post.** Or simply write to us at BidConnector Ltd. Suite 8, BizSpace, Courtwick Lane, Wick, Littlehampton. BN17 7TL, including details of what you bought, when you ordered or received it and your name and address.
- 9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must allow us to collect them from you.
- 9.3 **When we will pay the costs of return.** We will pay the costs of return:
 - (a) if the products are faulty or misdescribed.
 - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
 - (c) In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 9.5 **How we will refund you.** We will refund you the price you paid for the products, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind and the cost of the reduction in the value of any goods, if this has been caused by your handling them in a way which would not be permitted in a shop. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.7 **Payments you may be liable to make if you change your mind and are in receipt of Eco funding or other grant funding such as the GHGV Scheme.** If you change your mind you may no longer be eligible for funding from the ECO Funding Scheme to cover the cost of the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind and the cost of the reduction in the value of any goods, if this has been caused by your handling them in a way which would not be permitted in a shop. In this case you will still be liable to make payment to us for these costs. If you change your mind and works cannot be completed under the GHGV Scheme, we may

seek payment from you to cover works already completed where costs cannot be recovered through the scheme. If you fail to make your client contribution for works completed under the GHGV Scheme when the client contribution payment falls due, you may invalidate your rights to claim your GHGV Scheme voucher. If you do not follow the process to 'redeem' your GHGV Scheme voucher, or you fail to make payment to us for your client contribution and this action prevents you from following the redemption process then you will become liable for the full cost of the works completed under the scheme.

9.8 **When your refund will be made.** We will make any refunds due to you as soon as possible but in any event within 14 days of your telling us you have changed your mind.

10. Our rights to end the contract

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, full name, date of birth and address.
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services; or
- (d) you do not get matched with the ECO Funding Scheme and you do not agree to pay for the costs of the products and services.
- (e) You become ineligible for the GHGV Scheme for any reason and you do not agree to pay for the costs of the products and services.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 Days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. If there is a problem with the product

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 01903 863256 or write to us at team@bidconnecter.com and or BidConnecter Limited, Suite 8, BizSpace, Courtwick Lane, Wick, Littlehampton. BN17 7TL.

11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **services**, for example a boiler installation or loft insulation, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if we cannot fix it.

if you have not agreed a price beforehand, what you are asked to pay must be reasonable.

if you have not agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 8.3.

12. Price and payment

12.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price as set out in the formal quote (this is the quote that follows the Site Survey). We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

- 12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we provide may be incorrectly priced. If the quotation is incorrect and needs to be amended, and the, correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4 **When you must pay and how you must pay.** We accept payment with Visa, MasterCard, JCB and Maestro Cards. Where you are not eligible for full funding from the ECO funding Scheme or the GHGV Scheme you must make an advance payment of 50% of the price of the products, before we start providing them. For work instructed under the ECO Funding Scheme or the GHGV Scheme, we will advise you in writing of any deposits or advance payments that we will collect. We will invoice you before we commence the installation and the balance of the price of the products will be payable when we have completed the installation. You must pay each invoice within 7 calendar days after the date of the invoice.
- 12.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 13. Our responsibility for loss or damage suffered by you**
- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 **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; for breach of your legal rights in relation to the products as summarised at clause 11.2.
- 13.3 **Photos.** We will take photographs before, during and after the installation of the products.
- 13.4 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by our negligence while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services and our obligations to make good your property are limited in the following circumstances:
- (a) in some instances there may be a disturbance to your décor. This will form part of the installation and cannot be avoided. Where internal/external walls are decorated with wallpaper or tiles, this will need to be removed in order to insulate. Where certain rooms require a vent, we will need to drill holes to make the installation safe. This is not damage to your property and it does not form part of our services to put it right. We will use our reasonable efforts to ensure that disturbance to your décor is as minimal as possible in the circumstances. We are unable to re-tile or re-wallpaper or repaint with matching décor – this will be your responsibility;
 - (b) in some instances we will have to lift carpets or flooring in order to carry out the installations. In re-laying the carpets or flooring it is highly likely that they will not look as they originally did and this will be because of the age of the carpet or flooring, the underlay, the uplift and replacement of floor boards as part of the installation and as a result of this being a re-lay of carpet. We will not be liable for changes in the look or lay of flooring as a result of this process.

- (c) in some cases we may need to move your furniture to gain access to certain areas that need to be worked on to enable installation to take place safely. It is your responsibility to remove all furniture indicated by the surveyor prior to any installation. If you leave furniture in situ which we have requested that you remove we cannot accept responsibility or liability for any repair or replacement costs if damage has been caused, unless we have been negligent.
 - (d) in relation to the installation of insulation it is necessary to drill into walls and this may affect the aesthetic look for your property. Whilst we will fill such holes we will not be responsible for minimising their appearance by matching filler with any brick or wall coverings that you may have.
 - (e) if you do not wish to have an area insulated it is imperative that you understand that cold spots can occur that may lead to condensation build up. BidConnector Ltd will not be responsible or liable for any damages or costs that are incurred by you choosing to not treat the area where we have exercised reasonable skill in minimising cold spots and or we have given you advice on adequate heating and ventilation regimes to support the system design.
- 13.5 **Waste Management.** It will be our responsibility to remove all waste created as a direct result of the installation of the products and discard correctly that waste (packaging and metals) from your property.
- 13.6 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14. How we may use your personal information**
- 14.1 We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website at <http://bidconnector.com/privacy-policy/>. In some cases, we need to check you are eligible for funding from the ECO Funding Scheme or the GHGV Scheme. To do this, we need to collect information to verify whether you are receiving the relevant benefits to be eligible for the scheme (s) and we may share your personal details with the DWP, Energy Saving Trust or the GHGV Scheme Administrator. We may use sub-contracted surveyors and or installation engineers and we will share your name and address with them for the purpose of them carrying out the work at your property.
- 15. Other important terms**
- 15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 15.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we have already started the supply of products or you are receiving funding under the ECO Funding Scheme or the GHGV Scheme. However, you may transfer our guarantee at clause 4.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing relevant documentation to us.
- 15.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 15.4 **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.
- 15.5 **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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the

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Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 15.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use, details of which will be sent to you as part of our complaints procedure together with confirmation as to whether we agree to use them in your matter.

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Schedule 1 Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To BIDCONNECTER LTD

Suite 8, BizSpace

Courtwick Lane, Wick

Littlehampton.

BN17 7TL

01903 863256

team@bidconnector.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the supply of the following service
[*],

Ordered on [*/received on [*],

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] Delete as appropriate

Version 1.1