

# Consumer Terms and Conditions

Updated August 2022

**Please read the following important terms and conditions before you buy anything from our website and check that they contain everything you want and nothing that you are not willing to agree to.**

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel your order within 14 days (beginning the date after the contract is entered into). We will not therefore start the Services until this period has expired unless you agree that we may start during the 14-day period. If you agree the Services will start within this time by ticking the relevant box when you place your order, you may be charged for the part of the service that has already been carried out (or the full cost if the services have been provided in full) if you subsequently cancel.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

In addition, MakeMyHouseGreen is a member of The Home Insulation and Energy Systems Quality Assured Contractors Scheme (HIES). A copy of the Scheme Code of Practice is available free of charge at [www.hiesscheme.org.uk](http://www.hiesscheme.org.uk) or by calling 0344 324 524.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

These terms set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **"Client"**, **'you'** or **'your'** means the person using our website to buy the Services from us.

- "**Commissioning Date**" means the date on which the Equipment is commissioned by us or our Subcontractors, and signed off by you, such date to be entered on any MCS Certificate to be provided to you;
- "**Contract**" means the contract between you and us for the Services, the completion of which is further described in clause 5, comprising the Order Form, these terms & conditions, any valid Variation to Contract issued pursuant to these terms & conditions and, where relevant, the Self-Survey Form;
- "**Contract Price**" means the price payable by you to us for the Services, as shown on the Order Form (and as may be varied in accordance with the Contract);
- "**Deposit**" means the deposit paid by you on the Order Date as specified on the Order Form;
- "**Distribution Network Operator**" or "**DNO**" means a company licensed to distribute electricity in the United Kingdom, from whom prior permission may be required to connect more than 3.68kW per phase of solar photovoltaic cells, to connect multiple systems in a single postcode or to install a battery system;
- "**Energy Performance Certificate**" or "**EPC**" means a certificate containing information about a Site's energy use, performance and costs; as may be required for some government funding applications;
- "**Energy Supplier**" means a company that supplies electricity or gas;
- "**Equipment**" means the solar photovoltaic cells and ancillary equipment system referred to in the Order Form, and all cables, panels, pipes, switches and other components required for the Equipment to be installed at the Site;
- "**Install Date(s)**" means the dates on which work is scheduled to take place on Site for installation of the Equipment, with the first Install Date being the date on which work is scheduled to commence and the final date being the Commissioning Date, as set out on the Order Form or as subsequently agreed in writing between you and us;
- "**MCS Certificate**" is a certificate issued in respect of any system that falls within the scope of the relevant Microgeneration Installation Standard produced under the Microgeneration Certificate Scheme, a scheme supported by the UK Government to ensure renewable energy systems are installed in accordance with specified standards;
- "**Order Date**" means the date on which the Order Form is accepted by you;
- "**Order Form**" means our Order Form accepted by you referring to these terms & conditions;
- "**Payment Schedule**" means the agreed number of payments to be made, the amounts to be paid in each instalment and the dates as outlined in the Order Form;
- "**Smart Export Guarantee (SEG)**" means the scheme supported by the UK Government whereby energy suppliers make payments for each unit of electricity fed back into the grid from any installed renewable energy system;
- "**Self-Survey Form**" means a survey form sent by us to you, completed by you, and returned to us prior to the first Install Date;
- "**Services**" means the supply and installation of the Equipment described on the Order Form and other actions taken by the us or our Subcontractors on your behalf with respect to fulfilling the obligations of the Contract;
- "**Site**" means the place where the Equipment is to be installed and the Services carried out;

- **"Subcontractor"** means any person or entity employed directly by us to complete our obligations under this Contract including, without limitation, technical consultants, excavators, scaffolders and installers;
- **"Supplier, 'we', 'us' or 'our',"** means Switchd Ltd.;
- **"Technical Survey"** means a survey by a qualified installer to ensure that the Site is suitable for the Equipment at the price quoted on the Order Form, subject to, where relevant to structural calculations, the obtaining of any D rated (or better) EPC if required, the obtaining of any planning permission and/or, where required, prior DNO permission to connect Equipment to the grid;
- **"Variation "** means a written agreement between parties, setting out a variation to the Services to be supplied, to the Contract Price or to the Install Dates, as agreed between you and we after the Order Date.
- **"Workmanship Guarantee Term"** means the term of the Workmanship Warranty given by us or our Subcontractors in respect of workmanship, upon satisfactory completion of the work, and all properly due and payable sums having been paid, to run from the Commissioning Date for a period of 2 years for Solar PV and 1 year for LED lighting systems, unless otherwise stated on the quotation.

If you have any questions about these terms or any orders you have placed, please contact us by:

- sending an email to [team@MakeMyHouseGreen.com](mailto:team@MakeMyHouseGreen.com); or
- calling your guru (you will be provided with contact details for your guru as part of the sign-up process). Monday-Friday 8:30am to 5:30pm.

### Do you need extra help?

If you would like these terms of service in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

### Who are we?

We, the "Supplier", are Switchd Ltd, trading as MakeMyHouseGreen, a limited company, registered in England No 10408051 with its registered office at International House, 24 Holborn Viaduct, London, England, EC1A 2BN.

Switchd Ltd. is the company you will contract with for the provision of the Services, and we will use subcontractors to carry out the actual installation services.

The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as we will not save a copy for you.

## 1 INTRODUCTION

- 1.1 If you buy Services on our website, you agree to be legally bound by these terms and conditions. A copy of our terms and conditions can also be found via a link at the bottom of our website homepage and on the Frequently Asked Questions ("FAQs") page on our website. A link to this page can be found <https://www.makemyhousegreen.com/faqs/categories>. We will also include a link to them just before you make payment.
- 1.2 These terms and conditions apply only if you are buying Services on our website as a consumer (i.e., for purposes outside of your business, craft or profession). If you are buying Services on our website in the course of a business, our business terms and

conditions apply to such purchases, which can be accessed by contacting [team@MakeMyHouseGreen.com](mailto:team@MakeMyHouseGreen.com).

- 1.3 These terms and conditions are only available in English. No other languages will apply.
- 1.4 These terms and conditions only apply to the Services described. If you buy any other services on our website, you acknowledge that the specific terms and conditions applicable to those other services will apply rather than these terms and conditions. If you want to see these specific terms, please visit the relevant webpage for the other services.
- 1.5 When buying any Services on our website you also agreed to be legally bound by our website terms of use and any documents referred to in them.

## 2 INFORMATION WE GIVE YOU

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information (including information about your right to cancel) before a legally binding contract between you and us is made. Some information e.g., details of the services we provide, who we are, and delivery charges is provided on our web pages telling you about us and our services. Other information, such as information about your right to cancel this contract is available as set out below:
  - 2.1.1 Please go to our FAQ page using the link <https://www.makemyhousegreen.com/faqs/categories>: or
  - 2.1.2 Please follow the link on our ordering page before you click on the 'Pay Now' button.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

## 3 YOUR PRIVACY AND PERSONAL INFORMATION

- 3.1 Our **Privacy Policy** is available at [https://www.makemyhousegreen.com/privacy\\_policy](https://www.makemyhousegreen.com/privacy_policy).
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.
- 3.3 You acknowledge that, where Equipment relies on internet connectivity, internet connectivity is essential and shall not be restricted, to ensure that data on energy production, consumption and transmission can be sent to us for the monitoring and optimisation of systems.
- 3.4 You expressly consent to us having access to, collecting, storing and using any and all data related to the onsite generation and use of energy by you. This includes, but is not limited to, power output from solar panels measured through the remote device, regular meter readings for both gas & electricity and access to smart meter usage data if available.

- 3.5 You acknowledge that we will use your personal data to fulfil our obligations under the Contract and, consequently, may pass your details on to our Sub-contractors.

#### **4 DESCRIPTION OF OUR SERVICES**

- 4.1 The services that you may order from our website are the Services as defined in this Contract.
- 4.2 Descriptions of the Services we offer can be found on the relevant pages on our website. Please find a link to our Services here: <https://www.makemyhousegreen.com/how>.
- 4.3 Please note that we use third party Subcontractors to provide certain aspects of the installation and, whilst we will remain responsible to you for the provision of these services, such Subcontractors may require access to the Site.

#### **5 NATURE OF THE SERVICES**

- 5.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The Services must be carried out with reasonable care and skill. In addition:
- 5.1.1 where the price has not been agreed upfront, the cost of the Services must be reasonable; and
- 5.1.2 where no time period has been agreed upfront for the provision of the Services, we must carry them out within a reasonable time.

#### **6 ORDERING SERVICES FROM US**

- 6.1 Below, we set out how a legally binding contract between you and us is made.
- 6.2 You place an order on the website by following the process outlined on our website.
- 6.2.1 You will send us a request for quotation through the website;
- 6.2.2 You will be contacted by one of our customer service team gurus;
- 6.2.3 Your guru will send you an email Order Form containing the details of the order, a payment link, and any letters of authority to act on your behalf with the relevant authorities (e.g., a DNO).
- 6.2.4 Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.
- 6.3 When you place your order at the end of the online checkout process (e.g., when you click on the '**pay now**' button), we will acknowledge it instantly on the webpage. This acknowledgement does not, however, mean that your order has been accepted by us. We will contact you by email letting you know whether your order is accepted – we have explained this further in clause 6.5 below. Placing an order means that you must pay us for the Services (but only if we accept your order).
- 6.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 6.4.1 we cannot authorise your payment;
- 6.4.2 you are not allowed to buy the Services from us because you don't meet the age restrictions relating to the services e.g., because you are under the age of

18. Age restrictions can be found in the description of our products and services on our website;
- 6.4.3 we are no longer an authorised provider of Services by the UK Government, or we are not allowed to sell the Services to you under laws applicable in the UK and as published in the FAQ section of our website; or
- 6.4.4 there has been a mistake on the pricing or description of the Services.
- 6.5 We will only accept your order when the payment is processed successfully, and we email you to confirm acceptance (**Confirmation Email**). For the avoidance of doubt, if the payment mechanism fails, then there is no order, and no acceptance email will be sent. At this point:
- 6.5.1 a legally binding contract will be in place between you and us; and
- 6.5.2 we will provide the Services as agreed in the Order Form.
- 6.6 If we do not accept your order your payment method will not be charged.
- 6.7 If you are under the age of 18 you may not buy Services from the website.
- 6.8 If you are not allowed to receive the Services under the laws of the jurisdiction in which you are resident or from which you use the services, you may not buy the services from the website.
- 6.9 If you need to update your contact details after you have placed an order on our website, you must contact us as soon as possible by sending an email to [team@MakeMyHouseGreen.com](mailto:team@MakeMyHouseGreen.com) to ensure that we can contact you about your order if required.

## 7 CARRYING OUT OF THE SERVICES

### Reasonable Skill and Care; Compliance with MCS Installer Standards

- 7.1 We shall ensure that we and any Subcontractors exercise reasonable skill and care in the performance of the Services.
- 7.2 We shall give you not less than 72 hours' notice of the date when we and/or Subcontractors require access to the Site.
- 7.3 Where the Services fall within the scope of the Microgeneration Certification Scheme, we and our Subcontractors shall ensure that the Equipment is specified and installed in accordance with that Scheme and an MCS Certificate is issued to you.

### Timetable

- 7.4 We shall make every effort to supply the Services as specified in the timetable agreed with you in the Order Form. We will notify you in the Order Form of any known delays in the availability of Equipment at the time of preparation of the Order Form.
- 7.5 Our carrying out of the Services might be affected by an event or events beyond our reasonable control (e.g., we or our contractor suffers from severe weather or delays in the availability of equipment or qualified personnel). If so, there might be a delay before we can start or restart the Services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances. We will try to start or restart the Services as soon as those events have been fixed. The completion date shall then be extended as agreed by the parties or, failing agreement, decided under clause 18 (Disputes). If your Services are affected by an event or events beyond

our reasonable control, we will provide you with a refund of the amount you paid to us if you contact us using the contact details at the top of these terms and conditions.

- 7.6 You acknowledge that, unless the Site is a new build property, the Contract Price assumes the Services can be completed in a single working day or over consecutive working days. If you require a staged installation, you may request a Variation to Contract in accordance with clause 8 (Variation) and additional charges may apply.

### **Equipment Selection & Variation**

- 7.7 The Equipment shall comply with the description on the Order Form. If, prior to installation, any material component of the Equipment required to complete the Services is not available, or only available with a severe delay, we may select alternative equipment of a comparable specification, value and quality (MCS certified where relevant) and shall notify you with relevant details, including any changes to the Contract Price. You can either accept the change of Equipment which shall be confirmed by way of a Variation to Contract, or you shall be entitled to cancel the Contract with a full refund of your deposit.

### **Site Survey**

- 7.8 If you have provided a Self-Survey Form, then it shall form part of the Contract and a Technical Survey will ordinarily not be required. If required, and a Technical Survey has not been carried out prior to acceptance of the Order Form, the Services are subject to a Technical Survey which shall be carried out within 28 days of the Order Date. You acknowledge that:

7.8.1 in the event that the Technical Survey identifies a reason that the installation is not technically feasible, the Contract shall be cancelled, and a full refund shall be made of any payments made under the Contract within 14 days of the Technical Survey; or

7.8.2 in the event that the Technical Survey identifies a variation to the specification of the Equipment or identifies additional work that is needed to ensure a satisfactory and safe installation compliant with current Building Regulations then, before work commences on Site, we shall notify you of such variation and any additional costs that may be the result of such variation. Such variation shall be dealt with in accordance with clause 8 (Variation to Contract).

### **Your General Obligations**

- 7.9 You shall give us and our Subcontractors access to the Site as required by us and our Subcontractors to carry out and complete the Services without interference by you or by your other suppliers or contractors. This includes sufficient access for all vehicles and equipment required in order to perform the Services.
- 7.10 You will be expected to provide electrical power, running water and toilet facilities where reasonably possible (except on new build sites).
- 7.11 You permit us and our Subcontractors to take photographs of the Site and/or to complete a Site condition form, to be shared with you prior to the start of the Services.

### **Your Delays**

- 7.12 If you wish to amend the Install Dates as set out in the Order Form, then you must give at least three weeks written notice before the first Install Date, unless the period between the Order Date and the first Install Date is less than three weeks, in which case the notice period shall be two weeks. If you require amendment of the Install Dates without giving the applicable notice, then us and our Subcontractors shall use commercially reasonable endeavours to fill the original Install Dates with other

chargeable work. If we are unable to fill the original Install Dates with other chargeable work, then us and our Subcontractors reserve the right to charge you for expenses incurred and / or the loss of profits resulting from the amendment to the Install Dates.

- 7.13 You are responsible for obtaining any planning permission required for the Services. If requested, we can provide assistance as set out in the Order Form.
- 7.14 For installations requiring groundworks, it is your responsibility to provide us and our Subcontractors with accurate information concerning the location of known underground services and utilities (gas, electricity, sewerage or other such services), or to provide assurance that there are no utilities under the groundwork's location. Whilst we will take all reasonable steps to locate underground services and utilities, we cannot be held liable for any damage that may result from your failure to identify services and utilities prior to drilling or digging.
- 7.15 You are responsible for ensuring that, where Equipment relies on internet connectivity, this is not unduly restricted. Internet connectivity is essential to ensure that data on energy production, consumption and transmission can be sent to us for the monitoring and optimisation of systems. We cannot be held responsible for problems that arise after the Commissioning Date as a result of issues with your internet connectivity or as a result of router changes. If monitoring device connectivity is provided through Wi-Fi, you shall ensure that all required devices have access to networks by providing security keys/passwords or through the use of Wi-Fi® Protected Setup (WPS) measures on their routers.
- 7.16 You acknowledge that warranty services require remote access to be in place where available, should troubleshooting be required. We reserve the right to charge a call-out fee if you call us out after the Commissioning Date in respect of a fault arising from internet connectivity issues or router changes, or if a lack of internet connectivity hinders remote access, necessitating a Site visit.

## **8 VARIATIONS TO CONTRACT**

- 8.1 If you wish to omit or vary any of the Services (or Equipment) you must inform us in writing and we shall, as soon as practicable, notify you of the estimated cost of the variation and the likely effect on the Contract including revised dates, where applicable.
- 8.2 Unless you withdraw your request for a variation when you receive our estimate, we shall submit a Variation to Contract which shall set out variations to the Equipment, Services, Contract Price and Install Dates and, once accepted, will then form part of the Contract.
- 8.3 If there is a need to submit more than one Variation to Contract, to the extent that one Variation contradicts another, the most recent Variation shall apply.
- 8.4 We shall notify you if we encounter any difficulties with installation which we could not have reasonably foreseen when preparing the Order Form (including, without limitation the presence of asbestos containing materials on Site which were not identified prior to the commencement of the Services, any difficulties arising as a result of unsafe wiring which must be made safe and any additional costs incurred to access the Site as a result of heavy rain and/or flooding) and, in those circumstances, a fair and reasonable adjustment to the Contract Price and the date for completion will be provided. A Variation to Contract will be issued to reflect these adjustments.
- 8.5 In the event that the Site is found to be unsafe at any point before or during the commencement of the Services, we and/or our Subcontractors shall interrupt the supply of Services and shall notify you of the reasons for the interruption. You shall be responsible for making the Site safe and shall notify us within 30 days of the date of interruption that adequate steps are being taken to make the Site safe. These steps must be completed within 6 months of the date of interruption. Subject to the right to

terminate under clause 10.12, we shall continue the supply of Services as soon as we deem the necessary corrective measures have been taken to make the Site safe.

## 9 CONTRACT PRICE AND PAYMENT

- 9.1 You shall pay us the Contract Price in accordance with the Payment Schedule in the Order Form, as varied by any valid Variation to Contract.
- 9.2 All prices are in pounds sterling (£) (GBP) and, unless otherwise specified, are inclusive of VAT at the applicable rate and include Equipment costs, delivery fees, Technical Survey, installation services as well as ancillary services to support installation (e.g., scaffolding, groundworks), but exclude any supplementary optional extra costs (e.g., pigeon proofing). We shall issue a valid VAT invoice or receipt for each such amount.
- 9.3 You acknowledge that the Contract Price and Payment Schedule outlined in the Order Form are based upon:
- 9.3.1 the Equipment described in the Order Form,
  - 9.3.2 data gathered by us before installation on labour costs and additional services required.
- 9.4 You are, therefore, solely responsible for providing sufficient and correct information such that the Contract Price and Payment Schedule are accurate.
- 9.5 We accept payment by bank transfer or debit card in settlement of an account. We accept all major credit cards and debit cards. We do not accept cash or cheques.
- 9.6 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:
- 9.6.1 Verified by Visa: [Verified by Visa | Visa Verification & Consumer Protection | Visa](#);
  - 9.6.2 MasterCard® Identity Check: [Identity Check | Security | MasterCard](#); or
  - 9.6.3 American Express SafeKey: [SafeKey | Amex Security Code Feature | American Express UK](#).
- 9.7 If, acting reasonably, you dispute any part of an invoice, you must notify us by no later than 5pm on the due date of the payment with a statement setting out the amount(s) you dispute and the reasons. Any undisputed amounts must be paid, and any disputed amounts will be dealt with under clause 18 (Disputes).
- 9.8 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 13 and 14.

### Consequences of late payment

- 9.9 During the installation, if you fail to pay any undisputed invoiced amount, then we may give 2 working days' notice to suspend work until the payment is received. Any period of suspension will entitle us to charge for any additional costs directly incurred as a result of the suspension as well as an extension of time for completion of the Services. If full payment of the outstanding amount is received by us before expiry of the notice period, the suspension notice will be cancelled. If full payment is not received, we will be entitled to provide written notice containing full details of any claim for compensation within 21 days of suspension of work. We may require you to return the Equipment supplied.

- 9.10 If you fail to pay any amount properly invoiced, then we shall provide notice to you that payment has been missed and allow up to 3 working days for payment to be made before interest is applied.
- 9.11 Late payment entitles us to charge interest at 3% above the Bank of England Base Rate on the sum outstanding, accruing on a daily basis from the date on which payment becomes due, until the date on which payment is made.
- 9.12 Any and all late payment fees charged by Energy Suppliers, or any other onward payment recipients, including accrued interest, shall be charged back to and paid by you in full.

## **10 SMART EXPORT GUARANTEE (SEG)**

- 10.1 Where eligible, you are responsible for making applications for any Smart Export Guarantee scheme and associated payments. We shall, where applicable and upon reasonable request, provide sufficient documentation in support of the application.
- 10.2 SEG payments vary, and we shall include forecast figures on energy export amounts and associated SEG payment amounts as estimates based on information available at the time.

## **11 INSURANCE**

- 11.1 As a member of HIES, and in accordance with good industry practice, we have taken out and maintain the following insurances with authorised insurers:
- 11.1.1 Public Liability Insurance with a minimum sum insured of £5,000,000.
- 11.1.2 Employer's Liability Insurance with a minimum sum insured of £10,000,000.
- 11.1.3 Professional Indemnity Insurance with a minimum sum insured of £1,000,000.
- 11.2 It is your responsibility to notify your home insurance provider of the installation of the Equipment as it may affect your home insurance policy or premiums.

## **12 COMMISSIONING AND WARRANTIES; DEFECTIVE SERVICES**

- 12.1 Within 7 days of the Commissioning Date, we shall supply you with any guarantees, test certificates and other relevant paperwork related to the Equipment and Services.
- 12.2 If any defect with the Equipment installed is identified, you must promptly, and in any event within 7 days of becoming aware of the defect and notify us and our Subcontractor(s).
- 12.3 By way of Workmanship Guarantee, we will be responsible for remedying defects in workmanship which appear during the Workmanship Guarantee Term, and which are promptly notified to us by you. You shall give us full access to carry out any remedial Services.
- 12.4 By way of Manufacturer's Guarantee, we will pass on any manufacturer's guarantee applicable to the Equipment.
- 12.4.1 Where there is a need to claim on the Manufacturer's Warranty within the Equipment warranty term offered by the manufacturer, we shall use commercial reasonable endeavours to assist you claim under the warranty.
- 12.4.2 In the event that the manufacturer of the Equipment has gone out of business and is unable to honour the Manufacturer's Guarantee during the stated

Equipment warranty term, we shall suggest alternative Equipment, the cost of which shall be borne by you, with installation free of charge provided by us.

- 12.5 Defects in design or materials supplied by you, and defects attributable to fair wear and tear, accidental damage, pest/rodent damage or to misuse or failure by you to comply with any operating or maintenance manuals shall not be our responsibility.
- 12.6 In the event that you call us out to investigate a problem which was not caused by: (a) defects in our, or our Subcontractor's workmanship; or (b) defects in the Equipment under warranty during the term of the Workmanship Guarantee, we have the right to charge a standard call out fee to you, at the hourly rates set out in the Order Form, adjusted by the Retail Price Index applying between the Order Date and the date of call out.
- 12.7 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
- 12.7.1 visit the FAQ section on our website: <https://www.makemyhousegreen.com/faqs/categories>;
- 12.7.2 contact us using the contact details at the top of this page; or
- 12.7.3 visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- 12.8 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 12.9 If you are not happy with the Services we have provided to you, please contact us using the contact details at the top of this page.

### **13 RIGHT TO CANCEL**

- 13.1 You have the right to cancel this contract within 14 days starting on the day after the contract between us is formed. We may not, therefore, start the Services until this period has expired unless you agree that we may start during the 14-day period. If you agree the Services can start within this time by ticking the relevant box when you place your order, you may be charged for the part of the service that has already been carried out (or the full cost if the services have been provided in full) if you subsequently cancel.
- 13.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract, starting on the following day.
- 13.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. by sending an email) by contacting us at [team@MakeMyHouseGreen.com](mailto:team@MakeMyHouseGreen.com) or by completing the cancellation form on the FAQ section of our website: <https://www.makemyhousegreen.com/faqs/categories>.
- 13.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 13.5 This does not affect the rights you have if the Services are defective. A summary of these rights is provided at the top of this page. See also clause 12.

## **14 EFFECTS OF CANCELLATION**

- 14.1 If you cancel this contract within the cancellation period, we will reimburse to you all payments received from you unless you requested for us to start providing the Services during the cancellation period, in which case you must pay us:
- 14.1.1 for the Services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the performed up to that point in comparison with the full price under this contract; or
  - 14.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (i.e., the work was completed) during the cancellation period, and
  - 14.1.3 we will not include lead generation fees or sales commissions in the calculation of any fees for the work done on the Contract.
- 14.2 You acknowledge that cancellation of contracts post installation, whilst permitted by law, will result in loss of amenity, significant cost and may not be a practical option. We are under no obligation to refit old equipment back to the Site and it may be impossible to do so.
- 14.3 The charges will be deducted from any refund.
- 14.4 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract and any linked credit agreements will be cancelled, provided suitable means to meet any fees payable have been secured.
- 14.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## **15 END OF THE CONTRACT**

- 15.1 If this contract is ended, it will not affect your statutory rights and it will not affect our right to receive any money which you owe to us under this contract.
- 15.2 We may, at any time, end this contract if:
- 15.2.1 you have acted in a manner which means that you have breached any of these terms or you are refusing to or do not intend to comply with these terms;
  - 15.2.2 we are required to terminate the contract by law (i.e., if the Services we are providing to you are found to be unlawful);
  - 15.2.3 we are no longer an authorised provider of Services under laws applicable in the UK and as published in the FAQ section of our website;
  - 15.2.4 you are not allowed to buy the Services from us because you don't meet the age restrictions relating to the services e.g., because you are under the age of 18. Age restrictions can be found in the description of our products and services on our website; or
  - 15.2.5 we choose to no longer provide the Services anymore.
- 15.3 If we, as a Company, choose to no longer provide the Services anymore, we will either carry out any Services that have been purchased previously or we will provide you with a full refund.

- 15.4 If we end the contract for any of the reasons set out in clauses 15.2.2 to 15.2.4, we will reimburse to you the full price paid by you for the Services under this contract.
- 15.5 If you have breached the contract that results in us ending it (as set out in clause 15.2.1) then we will not refund you.

## 16 LIMITATION ON OUR LIABILITY

- 16.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 16.1.1 losses that were not foreseeable to you and us when the contract was formed;
  - 16.1.2 losses that were not caused by any breach on our part;
  - 16.1.3 business losses; or
  - 16.1.4 losses to non-consumers.
- 16.2 Clause 16.1 above does not exclude your statutory rights.

## 17 THIRD PARTY RIGHTS

No one other than a party to this contract has any right to enforce any term of this contract.

## 18 DISPUTES

- 18.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Services we, or our Subcontractor, have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.
- 18.2 Our **Complaint Handling Policy** can be accessed here <https://www.makemyhousegreen.com/faqs/cancellations-complaints>
- 18.3 The laws of England & Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 18.4 If any dispute arises in connection with this contract, we will, within 14 working days of a written request from you, meet in a good faith effort to resolve the dispute.
- 18.5 If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('**ADR notice**') to the other party to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 working days after the date of the ADR notice."
- 18.6 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. Should you reside in another country in the United Kingdom, you can choose whether to bring a claim in your country of residence i.e., Scotland or Northern Ireland.

## **19 INTELLECTUAL PROPERTY**

- 19.1 All copyright and other intellectual property rights in designs and documents prepared by us shall remain the sole property of us. You shall be granted a perpetual, non-exclusive licence to use them, but only for the purposes for which they were prepared. We shall have a similar licence in respect of drawings and documents issued to us by you.