

TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS

1. SOURCE ENERGY LTD: **SOURCE ENERGY LTD**, whose address is 1c Grampound Road Industrial Estate, Grampound Road, Truro TR2 4TB
2. The Contract: means the offer for the supply of goods and/or services by SOURCE ENERGY LTD in the form of the Quotation, these Terms & Conditions and the acceptance of the offer by the Client.
3. The Services: means the goods and/or services to be provided by SOURCE ENERGY LTD either directly or through others in accordance with the Quotation.
4. The Client: means the person stated in the SOURCE ENERGY LTD Quotation.
5. The Specification: means the specifications, performance details or description of any Services, as set out in the Quotation or as subsequently varied by way of agreement in writing between SOURCE ENERGY LTD and the Client.
6. The Quotation: means the quotation attached to these Terms & Conditions, from SOURCE ENERGY LTD to the Client.
7. Every Quotation or any variation subsequent to the initial Quotation will be subject to these Terms & Conditions. These Terms and Conditions will prevail over any conditions of purchase of the Client unless otherwise accepted in writing by SOURCE ENERGY LTD. No variation shall be valid unless committed to writing and signed by both parties.

2. PERIOD OF ACCEPTANCE

1. The Quotation is open for acceptance by the Client within 30 days from the date of the Quotation. Acceptance of the Quotation by the Client by signing the Order Form constitutes an acceptance of the offer in the Quotation and these Terms and Conditions of Contract.

3. PERSONNEL PERFORMING THE SERVICES

1. The Services shall be carried out by suitably qualified personnel.

4. SERVICES

1. The Quotation is based upon information supplied by the Client to SOURCE ENERGY LTD. In the event that information is found to be inadequate SOURCE ENERGY LTD will not accept liability and the Client will reimburse SOURCE ENERGY LTD for any extra costs as necessary.
2. The obtaining of any necessary licences, permits, consents, or approvals necessary to enable SOURCE ENERGY LTD to provide the Services to the Client will be the responsibility of the Client. Nothing in these Terms and Conditions will absolve SOURCE ENERGY LTD of its duties and responsibilities under the law in regard to health and safety.
3. SOURCE ENERGY LTD reserves the right to change specifications and equipment with models of a similar performance.

5. PRICE

1. The Quotation is based upon taxes payable at the date of the Quotation. If changes occur to the tax payable after the date of the Quotation, then the price shall be adjusted accordingly.
2. If SOURCE ENERGY LTD is delayed, or has work disrupted by the Client or others, then the additional costs of such delay or disruption will be added to the price for the provision of Services.
3. All requests for changes or additional work must be agreed in writing by both parties. If no communication is received from developer or end user within 7 days, it will be deemed to be a contractual instruction and the works carried out in accordance with the original contract.

6. PAYMENT

1. Payments shall be made by the Client to SOURCE ENERGY LTD in accordance with the stage payments set out in the Quotation. An invoice for the first stage payment will be raised when it is received with the Client's signed Order Form.
2. The Client shall pay SOURCE ENERGY LTD further invoiced sums within seven days of receipt of an invoice. Interest will be payable at the rate of three per cent per annum above Barclays Bank base rate on all overdue payments.
3. Should you wish to cancel the contract within the seven working day cooling off period, the cancellation form provided with the quotation must be returned to SOURCE ENERGY LTD.
4. Should you wish to cancel the contract after the seven working day cooling off period; the Company reserve the right to charge for any reasonable costs incurred up to that point.

7. RISK AND OWNERSHIP

1. Risk in any goods delivered as part of the Services shall pass to the Client on the date of delivery of such goods to the site or other agreed delivery point.
2. Notwithstanding delivery and passing of risk in the goods, where client monies have been used to make specific purchases their behalf, then legal title to those goods or the proportion of them that have been paid for, will pass to the client.
3. Until title passes, the Client shall hold any goods supplied under this contract for SOURCE ENERGY LTD and shall mark them so that they can at all times be identified as being in the ownership of SOURCE ENERGY LTD.
4. Where title has passed to the client, SOURCE ENERGY LTD shall hold any goods supplied under this contract for the client and shall mark them so that they can at all times be identified as being in the ownership of the client.

8. WARRANTY

1. Heat pump units and water tanks are covered by the manufacturer. Full warranty information is provided

by the manufacturer. SOURCE ENERGY LTD will organise the replacement of faulty equipment under the terms of the warranty. The Client should advise SOURCE ENERGY LTD in writing of any breach of this warranty within fourteen days of discovering such breach and confirm that it wishes to make a warranty claim for rectification of the defect.

2. Manufacturer warranty is transferable from the customer of SOURCE ENERGY LTD in cases when the property in which the system has been installed is sold within the warranty period. It may not be transferred to or exercised by any third party.
3. Unless stated otherwise in the Quotation, SOURCE ENERGY LTD warrants that the Services will be supplied in accordance with the Specification and will be free from defects in material and workmanship for a period of twelve months from the date of completion of the Services. The Client should advise SOURCE ENERGY LTD in writing of any breach of this warranty within fourteen days of discovering such breach and confirm that it wishes to make a warranty claim for rectification of the defect.
4. The Services warranty is transferable from the customer of SOURCE ENERGY LTD in cases when the property in which the system has been installed is sold within the warranty period. It may not be transferred to or exercised by any third party.
5. In the event of a valid warranty claim by the Client, SOURCE ENERGY LTD shall be entitled (at SOURCE ENERGY LTD's discretion) either to repair or replace the defective part of the Services free of charge and SOURCE ENERGY LTD shall have no further liability to the Client in particular in respect of consequential loss.

9. INDEMNITY AND INSURANCE

1. SOURCE ENERGY LTD will maintain an appropriate level of insurance to meet its legal liability for injury to its own personnel, injury to third parties or damage caused to the property of others in the course of work under the Services to be provided.

10. LIABILITY OF SOURCE ENERGY LTD

1. SOURCE ENERGY LTD shall not be liable for any indirect or consequential losses arising from the provision of the Services, including without limitation any delays, loss of use or loss of profits.
2. The liability of SOURCE ENERGY LTD shall be limited to the re-performance of the Services, in so far as it is possible, to the extent necessary to remedy any material performance deficiencies provided that the Client gives written notice of the deficiencies as provided in clause 8.1 above.
3. SOURCE ENERGY LTD accepts no liability for any effect that drilling, grouting, trenching or other external works may have on foundations, services or structures, and the Client should arrange for his other Consultants to advise on the potential impact of such works and approve the position and construction of such works.
4. SOURCE ENERGY LTD shall be reliant upon information provided by the Client, it's Architects, Engineers and other contractors and no liability is accepted by SOURCE ENERGY LTD for the adequacy or correctness of such information. In the event that basic design information is not provided by the Client and SOURCE ENERGY LTD derives its own figures for the purposes of providing the Quotation, then the Client shall be responsible for approval of such figures prior to the production of the final Specification or any subsequent variation.
5. SOURCE ENERGY LTD will always install equipment as per manufacturer instruction and industry standards. However Source Energy cannot accept liability for any difference in manufacturer laboratory tested performance versus actual site performance due to the uncontrolled nature of the site and usage of the equipment.
6. SOURCE ENERGY LTD will make every effort to meet agreed project time scales. In the case of major delay to the delivery of goods and services outside of the control of SOURCE ENERGY LTD, equivalent goods or services may be offered. In the case of major delay to the delivery of goods and services within the control of SOURCE ENERGY LTD, the client may cancel the contract and be refunded in full.
7. If SOURCE ENERGY LTD are in serious breach of our obligations under these Terms and Conditions, then you have a right to cancel the contract a receive an appropriate refund, or request repair/replacement, or request compensation. You may seek these remedies if what we supply or install is faulty, incorrectly described or not fit for purpose. You cannot seek those remedies if you change your mind about the contract or you decide you no longer want some or all of the components.

11. FACILITIES TO BE SUPPLIED ON SITE TO SOURCE ENERGY LTD

1. Where the performance of the Services includes installation or commissioning of equipment at a site, the following services shall be provided to SOURCE ENERGY LTD free of charge
2. Off loading, dry storage and protection of equipment and materials.
3. Movement of equipment and materials from storage to location of installation.
4. Protection of partially complete and complete installations.
5. Free and adequate water supply adjacent to the point of use.
6. Free and adequate temporary electrical power and lighting at point of use.
7. Washing and toilet facilities.
8. Electrical and plumbing connections and the work of other trades including necessary attendance during commissioning.

12. GENERAL

1. SOURCE ENERGY LTD shall not be liable for any failure in the performance of any of its obligations under this document caused by factors outside its control.
2. This document shall be governed by English law.