

Phoenix Renewables Limited trading as Egg Supply and Installation of Solar and Storage System Terms

Please read the following important terms before you purchase Solar and Storage System from us

1 INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are **Phoenix Renewables Limited t/a Egg** a company registered in England and Wales. Our company registration number is 07477370 and our registered office is at Griffin House, 161 Hammersmith Road, London, W6 8BS. Our registered VAT number is GB109695779.

Regulatory bodies and schemes we subscribe to. We are Microgeneration Certification Scheme certified, and our certification number is NIC-1792 (further information can be found [here](#)). We are National Inspection Council for Electrical Installation certified, and our membership number is 00041560 (further information can be found [here](#)). We are registered with CHAS. We also subscribe to the Renewable Energy Consumer Code (as explained at paragraph 6.1).

Professional liability insurances. HCC International Insurance Company PLC. Address: 1 Aldgate, London, England, EC3N 1RE. Telephone no: 020 7648 1101. Territorial scope: United Kingdom. Cover: £5,000,000 in the aggregate

How to contact us. You can contact us by raising a support ticket at <https://crackingenergy.com/contact-us>.

How we may contact you. If we have to contact you we will do so by telephone, SMS, or by writing to you at the email address you provided to us in your order. If you would like us to contact you by alternative means, please let us know before you submit your order.

2 THESE TERMS

2.1 **What these terms cover.** These are the terms and conditions on which we supply and install your solar and storage energy system ("**System**").

2.2 **Why you should read these terms.** It is important that you read and understand these terms before you place your order with us and start using the System. These terms tell you who we are, how we will provide the System to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2.3 **There are other terms that apply to you.** These terms refer to the following additional terms, which may also apply to you when purchasing a System from us:

2.3.1 **Quotation.** Your bespoke quotation will be provided by us during your purchasing journey and sets out the details of the System that we will provide to you and services that we will provide and confirms the price that you will be required to pay ("**Quotation**"). Your Quotation will remain valid for 10 days and will expire after that time period has passed.

2.3.2 **Loan Documents** (located at <https://crackingenergy.com/legal>). If you choose to pay for the System by way of a loan from us, you will be provided with pre-contract

explanations, pre-contract information and a loan agreement (“**Loan Documents**”) and will be asked to sign the loan agreement electronically.

2.4 **Reading all terms that apply to your purchase carefully.** You should read these terms, your Quotation and, if you wish to pay by a loan from us, the Loan Documents carefully and contact us before agreeing to the terms if you have any questions.

2.5 **Signing the loan agreement.** If you choose to pay for the System by way of a loan from us, you will be directed to sign the loan agreement before placing your order with us.

3 **MAKING CHANGES TO THESE TERMS AND THE SYSTEM**

3.1 **Changes we can make for new orders.** We may vary or update these terms from time to time. Any amendment to these terms shall be effective exclusively for all new orders submitted following the publication of the amendment on our website. Please check the terms posted on our website before proceeding with your order as they may have changed since your last visit.

3.2 **Changes we can always make.** We can always make changes to these terms, and the System:

3.2.1 to reflect changes in relevant laws and regulatory requirements; and

3.2.2 to make minor technical adjustments and improvements. These are changes that don't affect your use of the System.

3.3 **Changes we can only make if we give you notice and an option to cancel.** We can also make more material changes to the System or these terms, but if we do so (prior to the installation of the System) and such changes would materially disadvantage you, we'll notify you and you can then contact us within 30 days of the date we notify you or prior to the date of installation (if earlier) using the contact details set out at the beginning of these terms to end the contract before the change takes effect.

4 **MAKING AN ORDER AND CONTRACT FORMATION**

4.1 **Placing your order for the System.** Our website journey or telephone sales team (as appropriate) will guide you through the steps you need to take to place an order for the System with us.

4.2 **Minimum eligibility requirements.** As a minimum, we will require the following to be met by you for you to be eligible to receive the System from us:

4.2.1 If you choose to pay for the System by way of finance you must be 18 years or older to order the System and will be subject to the following checks;

a) **ID checks.** We will use the information you provide us to carry out routine checks to verify your identity. These checks may include comparing the information you have provided against information held by third parties, such as credit reference agencies and the electoral roll. If we cannot verify your identity through these methods, you may not be able to finance the purchase of the System.

b) **Credit checks.** We will also carry out credit checks and/or search your credit file as part of your finance application. Before we do this, we will ask for your explicit consent. Please note that applying for finance, whether you are successful or not, may affect your credit rating and/or credit score.

- c) **Your obligations to us.** You agree that you will not provide us with any false or misleading information (such as false names, addresses and/or contact or payment details) as part of your order. If we reasonably believe that your order, or any information provided by you, is fraudulent or in violation of any law, we reserve the right to cancel your order. We may also share your information with fraud prevention agencies.
- 4.2.2 You must be the registered owner and/or occupier of the property referred to in the Quotation and agree to appoint us to undertake the installation of an embedded generation system on your property and grant permission for us, or any consultant that we may authorise, to seek and apply for a grid connection on your behalf;
- 4.2.3 The System must be on the roof of a property owned/occupied by you;
- 4.2.4 You must ensure that any existing energy systems (including gas, oil, water and electricity) to which the System will be connected will be capable of handling and supporting the additional requirements added to it by the System;
- 4.2.5 You must provide us with easy and safe access to your property from the public highway (including ensuring we can park in any permit areas, where applicable) and use of other facilities within your property (such as water, electricity supply, adequate storage space (if required)) free of charge as reasonably required by us;
- 4.2.6 You must obtain and maintain all necessary licences, permissions and consents required for us to carry out the installation of the System (other than any approvals required by your Distribution Network Operator, which Egg will apply for on your behalf) and for you to use such System (including from your landlord where you rent your property), such consents to be obtained before we install the System and provided to us upon request; and
- 4.2.7 for you to prepare your property in the manner we tell you in the Quotation or otherwise in writing, including, but not limited to, removing or protecting all furnishing, fixtures and fittings.
- 4.3 **Correcting input errors.** Please take the time to check and confirm the details of your order at each stage of the order process as you are responsible for ensuring the information you provide us is correct. Prior to submitting the order, you are required to verify the accuracy of the information provided and make any necessary corrections. Once your order has been submitted, Egg shall not be liable for any costs or delays resulting from information or selections submitted by you as part of your order (unless we or our systems are at fault) and reserves the right to charge you a reasonable administration fee if we need to make changes to your order. This is to compensate us for the time spent making the changes to your account and issuing you with revised documentation (as applicable).
- 4.4 **How we will accept your order.** After you place an order, you will receive an e-mail and/or SMS from us acknowledging receipt and confirming acceptance of your order at which point a contract between you and us will come into existence.
- 4.5 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this either on our website /or by phone or in writing, and we will not charge you for the purchase of the System (and, where applicable, you will not be bound by the terms of the loan agreement and no loan repayments will be taken). This might be because you do not meet the eligibility requirements we explained to you during the order process or because of unexpected limits on our resources which we could not reasonably plan for, or because you do not provide us with

the information we require within the timescales we requested, or because it would be unsafe for us to perform the installation of the System at your premises.

4.6 **Pre-install checks.** Your Quotation has been produced based on the information that you have provided to us in response to our standard eligibility questions. However, before we are able to proceed with the installation of your system, we will carry out an assessment of your property to, amongst other things:

- 4.6.1 measure your roof to confirm quoted number of panels will fit and are suitable;
- 4.6.2 check access to roof rafters / loft;
- 4.6.3 check cable access to the proposed location for installation of the System;
- 4.6.4 review the area surrounding your property to identify any shading and obstructions;
- 4.6.5 confirm the location of your electricity meter;
- 4.6.6 review existing electrical installation / wiring;
- 4.6.7 assess the vehicular access to your property; and
- 4.6.8 assess scaffolding access and if consent to erection will be required from neighbours,

(“Pre-install Check”)

4.7 **Additional work identified following the Pre-install Check.** The Pre-install Check may identify additional work that needs to be carried out. The consequences of this will vary depending on the severity of work that needs to be undertaken as explained below:

- 4.7.1 **Material work:** If the Pre-install Check identifies a material issue that will result in significant costs (e.g. significant roof repairs) then we will not be able to proceed with the installation and we will have the right to cancel your order (for further information see paragraph 11).
- 4.7.2 **Minor work:** If the Pre-install Check identifies additional minor work that needs to be carried out, we will notify you of the additional costs and you will have the option to:
 - a) proceed with the order (with the additional costs being invoiced and paid for separately);
 - b) proceed with the order, but instruct your own third party contractor to carry out the additional minor works, noting that this may impact the timetable for when we complete the installation; or
 - c) have the right to cancel your order, in which case we will be entitled to invoice you our reasonable costs incurred up to the point of cancellation (see paragraph 10.1).

4.8 **The Pre-install Check is a technical survey only.** The Pre-install Check does not include any assessment of the structure of your property or the fabric/condition of the roof. We recommend that you commission a structural survey of your roof prior to submitting your order, in order to identify any structural issues which could prevent us from installing the System. We will not be responsible for any delay or additional costs that arise as a result of the (i) structure of your property or the fabric/condition of the roof being unsuitable for installation of the System or (ii)

any other issue which could not reasonably have been detected by within the scope of the Pre-Install Check.

5 TERMS RELATING TO THE SYSTEM

- 5.1 **What does the System include?** A description of the System is set out in your Quotation.
- 5.2 **When will you receive the System?** Our installers usually bring the System with them on the day of installation however, on some occasions, we may deliver components of the System to you before installation, but we will let you know if that is going to be the case. If the System or parts of the System are delivered to you before the scheduled date for installation, you will need to ensure that it is stored in a safe, dry environment and take care not to damage or permit any damage to any such parts. You are responsible for all risk including any damage, or loss of any parts of the System once they are delivered to you and before we install them.
- 5.3 **You are responsible for providing the electricity power for the System.** You agree to provide and pay for suitable facilities and all necessary electrical supply for the System.
- 5.4 **When you own and become responsible for the System.** You own the System (and any ancillary equipment) once we have received payment in full (or where you are financing the System by way of a loan with us, once you have signed the loan agreement). The System will be your responsibility from the time we deliver the System to your property (as explained at paragraph 5.2).
- 5.5 **Use of the System.** The System is strictly for residential and non-commercial use and you are not permitted to rent out the System to any third party. The System should be used in accordance with the provided usage and safety instructions which can be found in your handover pack and on our website. You must ensure that the System is used in accordance with the manufacturer's instructions or recommendations and kept in good working order.
- 5.6 **System Warranty.** For more information on the System's manufacturer warranties, please see our website for more details. Egg will handle any manufacturer warranty claims on your behalf.

6 TERMS RELATING TO THE INSTALLATION OF THE SYSTEM

- 6.1 **What work do we undertake when we install your System?** During the order process you will be provided with a description of the installation work we will need to carry out at your property. We will carry out the work and all communication with you according to Renewable Energy Consumer Code (the "RECC") and the installation will comply with the relevant MCS installer standard (if applicable). Information on the Renewable Energy Consumer Code is available at <https://www.recc.org.uk/pdf/consumer-leaflet.pdf> and the full code can be found at <https://www.recc.org.uk/scheme/consumer-code#tag5.4>. We will also perform the duties of a principal designer under the Construction (Design and Management) Regulations 2015 (SI 2015/51). Following completion of the installation we will provide you with a full schematic of your System in the handover pack.
- 6.2 **When will we install your System?** We will supply the System and carry out the installation work in accordance with the timetable set out in the Quotation ("**Timetable**") unless there are any delays, as explained at paragraph 7.
- 6.3 **What happens if you are not at the property on the day of installation?** It's your responsibility to provide us with access to your property. If we can't access your property, we will contact you to rearrange installation and inform you of the necessary changes to the Timetable.

- 6.4 **Rearranging your installation date.** If you need to make any changes to the Timetable then you should contact us at solar@crackingenergy.com as soon as possible. If you do not let us know that you wish to rearrange your installation at least 72 hours prior to your confirmed appointment time we may require you to pay any reasonable costs, we have incurred.
- 6.5 **Further important conditions and rights to cancel.** Where the following requirements are not satisfied, we may need to amend the Timetable, carry out additional remedial work or, in some cases, cancel the contract with you:
- 6.5.1 there must be space around your property to allow us to safely erect scaffolding to carry out the installation;
 - 6.5.2 we can't run a cable under floorboards or through ducting / ceiling voids / wall voids without a draw cord (to pull the cable through), or if the floorboards have not been lifted. We can't take responsibility for reinstating flooring or other building materials after the cable has been laid;
 - 6.5.3 Egg complies with applicable health and safety regulations and industry standards. If we are unable to install in line with these rules or there is something else that makes it unsafe for us to install then your installation will be paused and, if possible, we will quote for the additional work needed to meet the required standards;
 - 6.5.4 our installers will not tolerate abusive behaviour and will have the right to cancel your contract in such circumstances;
 - 6.5.5 our installers are not able to work in crawl spaces, on roofs or in lofts if it is deemed unsafe by them; and
 - 6.5.6 the customer named in the order, or another responsible adult aged 18 years or older, with your authority to make decisions on your behalf, will need to be present on site for the duration of the installation.
- 6.6 **Partner Installers.** We work with a network of third-party installers (“**Partner Installer**”) alongside our own in-house installation team. We may subcontract your installation to a Partner Installer and they will carry out your installation however your contract will always be with Egg and Egg will be responsible to you for the actions or omissions of any Partner Installer. We will provide you with the details of any subcontractor engaged to perform any part of this contract and confirm the work they will carry out.
- 6.7 **Egg Workmanship Guarantee.** In addition to your statutory rights set out at paragraph 15.2, Egg provides a 2 year workmanship guarantee which relates to the installation of the System (commencing from the date of completion of the installation). This warranty is insurance backed through the Quality Assured National Warranties scheme (QANW) and can be transferred to any purchaser of your property.
- 6.8 **Handover pack.** Following completion of the installation we will provide you with any guarantees, test certificates, and other relevant paperwork related to your System. We may identify minor snagging items (that will not affect the System's performance) or follow-up work that is required in the handover pack and shall ensure that these are rectified within a reasonable period following commissioning of the System. The presence of any snagging items or requirement for follow-up works shall not in any way relieve you of your obligation to pay for the System in accordance with paragraph 8.4. If relevant, we will advise you where trees, hedges, or other plants, may affect the performance of your System (e.g. trees causing shading of the panels) and it shall be your responsibility to ensure they are suitably maintained.

7 DELAY IN SUPPLYING AND INSTALLING THE SYSTEM

7.1 **We are not responsible for delays outside our control (including delays caused by you).** If our supply and installation of the System is delayed:

- 7.1.1 by an event outside our control (for example, due to weather conditions ((i.e. flooding, thunderstorms or intense rain) or there is a delay in obtaining the approval from the Distribution Network Operator);
- 7.1.2 because your property does not meet our minimum eligibility requirements that we have discussed with you (see paragraph 4.2);
- 7.1.3 because of delays caused by additional work (see paragraph 4.7.2);
- 7.1.4 because you ask to rearrange the installation date (see paragraph 6.5);
- 7.1.5 because we are unable to access the property (see paragraph 6.4); or
- 7.1.6 because your property does not meet the installation requirements (see paragraph 6.5.)

then we will inform you of any changes to the Timetable and aim to complete the installation as soon as is reasonably practicable.

7.2 **Substantial delays to delivery.** If there are substantial delays to the delivery of the System or installation then we may offer you different products of equivalent specification, value, and quality, so long as they are MCS certified. If you do not wish to accept the equivalent products offered to you or if the delay in installation is significant, then you may contact us in writing in accordance with paragraph 9.3 to cancel the contract.

8 PRICE AND PAYMENT

8.1 **Where to find the price for the System, installation services.** The price of the System and installation services (which include VAT) will be as set out in your Quotation (save for any additional installation works that we may have to charge extra for, as explained at paragraph 4.7.2). We take all reasonable care to ensure that the price advised to you is correct.

8.2 **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 System, we will adjust the rate of VAT that you pay, unless you have already paid for the System in full before the change in the rate of VAT takes effect.

8.3 **How you must pay.** If you are financing the cost of the System, you must pay for the System in accordance with the payment terms set out in our loan agreement. If you are paying for the System in full on completion, payments must be made by BACS transfer to the following account:

Bank: **Barclays PLC**
Account name: **Phoenix Renewables Ltd T/A Egg**
Account: **83193470**
Sort code: **20-00-00**

We accept card payment with Visa, Maestro and Mastercard. Payment for any additional installation work (as explained at paragraph 4.7.2) must be paid by credit or debit card payment or (in our absolute discretion) by direct debit.

8.4 **When you must pay.**

- 8.4.1 **System (paying by way of a loan from us):** If you are financing the cost of the System by way of a loan from us, we will take the first and subsequent payments on the dates set out in the loan agreement (or confirmed to you separately in writing);
- 8.4.2 **System (paying in full upon completion):** If you are paying for the System in full on completion of the installation, we will invoice you for the full amount set out in your Quotation (plus any agreed additional works we have carried out, in accordance with paragraph 4.7.2) upon completion of the installation of your System, and the invoice will be payable within 7 days of the invoice date.
- 8.4.3 **Additional installation work:** If you require, and agree to, additional work being carried out prior to installation, as outlined at paragraph 4.7.2, we will invoice you for such additional work following completion of the installation. These additional costs will need to be paid by you within 14 days following receipt of the invoice.
- 8.5 **What will happen if you choose to pay upfront (and not by way of a loan) but do not make the payment in full.** If we do not receive your full payment for any reason within 7 days of providing you with your invoice, we reserve the right to charge you interest until the full amount is paid. The interest rate will be 3% above the base rate set by the Bank of England.

9 YOUR 14 DAY RIGHT TO CHANGE YOUR MIND AND CANCEL

- 9.1 **Exercising your right to change your mind.** For most goods and services bought over the telephone, online or by exchange of emails, you have a legal right to change your mind and cancel your order for any reason within a 14 day cancellation period and receive a refund.
- 9.2 **How long do you have to change your mind?** We are providing you with a System that includes the provision of goods (the solar storage and energy system) and services (the installation). In order to determine when your 14 day cancellation period is calculated we have had to determine the main purpose of our contract with you. The main purpose of our contract with you is to supply you with your System and as such your 14 day cancellation period is calculated in accordance with your legal rights relating to goods. You therefore have 14 calendar days after the day we deliver the System to you, to cancel your order. If you want us to start installing your System prior to the end of this period, you will need to confirm your consent to us doing so when accepting these terms.
- 9.3 **How to tell us you want to cancel your order.** Notify us in writing using the contact details at the beginning of these terms (please provide your name, home address, details of the order and, where available, your phone number and email address). Alternatively, please complete the cancellation form located at the end of these terms (and on our website at <https://crackingenergy.com/legal>) and return to the address set out on the form.
- 9.4 **Uninstallation and collection of the System on cancellation.** If you cancel the contract in accordance with your 14 day right to cancel you must allow us to uninstall and collect the System from you. We will contact you to arrange the removal and collection of your System.
- 9.5 **What you will have to pay if you exercise your right to change your mind after we have started installing the System.**
- 9.5.1 **You will have to pay for the installation services we have provided to you.** You must pay us for the costs we have incurred in providing the installation services up until the time you tell us that you have changed your mind.

- 9.5.2 **You will have to pay for the uninstallation of the System.** You must pay us for the costs incurred in uninstalling the parts of the System that we have installed; and
- 9.5.3 **You will have to pay for the reduction in value of the parts of the System that we have installed.** You must pay us for the reduction in the value of each component part of the System once it has been uninstalled (in that such components can no longer be sold as new).
- 9.5.4 **In order for us to recover the amounts set out above at paragraphs 9.5.1-9.5.3, we will send you an invoice for up to 70% of the price set out in the quotation (plus the cost of any additional works you have approved (see paragraph 4.7.2), minus any loan repayments already made to us, where you are a finance customer).**

Collectively the “**Cancellation Costs**”.

For example, if the price is £12,000, this would mean we may charge you up to £8,400 if you cancel. The exact amount we will claim from you will depend on various factors that we will consider when you tell us that you would like to cancel, such as (i) installation and uninstallation costs; (ii) the estimated reduction in value of the System; and (iii) the applicable shipping, packing and storage costs. For example, if you cancel after the scaffolding has been taken down, we will have to erect new scaffolding to remove the System. This will increase our costs and the amount we claim from you.

- 9.5.5 If you're considering exercising your cancellation right and the System has already been installed, please contact us and we will provide you with the amount we will charge you should you proceed to cancel.
- 9.6 **Payment of the Cancellation Costs.** We will invoice you the Cancellation Costs (as explained at paragraph 9.5). The invoice shall be payable within 7 days of the date of the invoice, after which time it will be subject to interest at the rate set out in paragraph 8.5.
- 9.7 **Cancellation before installation.** If you exercise your right to change your mind before we have started installing the System we will refund all amounts you have already paid to us for the System (including any payments made under the loan agreement if you have chosen to pay for the System by way of a loan with us) to the payment method you used to make the payment within 14 days of you telling us you've changed your mind in accordance with paragraph 9.3. We will own the System when we repay you all amounts you have paid to us for the System.
- 9.8 If you cancel under these terms due to the System being faulty or misdescribed or not conforming to this contract, we will not charge you for the cost of uninstallation on cancellation (see paragraph 15 for more information).

10 YOUR OTHER RIGHTS TO CANCEL

- 10.1 **Cancelling your order because of something we have done or are going to do.** If you are ending the contract for reasons described below, you may cancel your order by providing us with written notice in accordance with paragraph 9.3. Our contract with you will end immediately (and if you are financing the cost of the System, your loan agreement will also be cancelled). We will refund all amounts you have already paid in accordance with paragraph 9.7. The reasons are:

- 10.1.1 you do not want to pay for the additional minor work identified during the Pre-install Check (as explained at paragraph 4.7.2). You will however be liable to pay our reasonable costs incurred prior to cancellation;
- 10.1.2 we have told you about an upcoming change to the System or these terms which are likely to materially disadvantage you and you do not agree to;
- 10.1.3 we make a significant change to the Timetable or there is a risk that supply of the System may be significantly delayed because of events outside our reasonable control;
- 10.1.4 we have told you about an error in the price or description of the System you have ordered and you do not wish to proceed; or
- 10.1.5 you have a legal right to end the contract because of something we have done wrong.

11 OUR RIGHTS TO CANCEL THE CONTRACT WITH YOU

- 11.1 **We may end the contract.** We may end the contract and claim any compensation due to us at any time by writing to you if:

- 11.1.1 you do not make any payment to us when it is due under these terms and you still do not make payment within 7 days of us reminding you that payment is due;
- 11.1.2 on arrival at your property, we determine that your property does not meet the eligibility requirements or Pre-Install Checks (see paragraphs 4.2 and 4.6);
- 11.1.3 you are not at the property on the day of installation;
- 11.1.4 we identify material work that needs to be carried out, see paragraph 4.7.1; or
- 11.1.5 the installation requirements set out at paragraph 6.5 are not satisfied.

We will behave reasonably when deciding what course of action to take and where possible discuss this with you first.

12 THE EFFECTS OF CANCELLING THE PURCHASE OF YOUR SYSTEM ON YOUR OTHER AGREEMENTS WITH US

- 12.1 If either of us exercise our rights to cancel our contract for the System, in accordance with these terms, where relevant, your loan agreement with us for the financing of the System will also end.

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 We are responsible for losses you suffer caused by us breaking this contract unless the loss is:
 - 13.1.1 **Unexpected.** 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 order process.
 - 13.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in paragraph 7, we are not responsible for delays outside our control.

- 13.1.3 **Avoidable.** Something you could have avoided by taking reasonable action.
- 13.1.4 **A business loss.** We only supply the System under these terms for domestic and private use. If you are ordering the System 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.
- 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 System; and for a defective vehicle under the Consumer Protection Act 1987.
- 13.3 **When we are liable for damage to your property.** We will make good any damage to your property caused by us while carrying out the installation of the System (except where we have had to de-install the System, in which case we will not be responsible for making good any holes that are apparent following the de-installation). However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while installing the System.
- 13.4 **Performance data is provided by the manufacturer of the System.** The performance data we share with you and the data you access once you have created an online account on the manufacturer's platform, is provided by the manufacturer of the System and not Egg.
- 14 HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 14.1 **How we may use your personal information.** We will only use your personal information as set out in our privacy policy, found here: <https://crackingenergy.com/legal>.
- 15 IF THERE IS A PROBLEM WITH THE INSTALLATION SERVICES OR SYSTEM**
- 15.1 **Your rights in respect of a defective System.** We are under a legal duty to supply the System in conformity with this contract and that meet all the requirements imposed by law. You also have rights and remedies that apply in addition to any of the rights we give you under this agreement which are summarised below. For detailed information of these rights please visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06. Nothing in these terms will affect your legal rights.
- 15.2 **Your legal remedies.**
- 15.2.1 For **goods** (such as the System), the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
- a) up to 30 days from the date the System is delivered to your property: if the System is faulty, then you can get a refund;
 - b) up to six months from the date the System is delivered to your property: if the System is faulty and can't be repaired or replaced, then you're entitled to a full refund, in most cases, but we may make a deduction to reflect your use of the System since you received it; and
 - c) up to six years from the date the System was delivered to your property: if the System is defective you may be entitled to some money back.

15.2.2 For **services** (such as our installation of the System) the Consumer Rights Act 2015 says:

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

15.3 **You have several options for resolving disputes with us regarding you System and/or installation services:**

15.3.1 **Our complaints policy:** Contact our customer care team on the details at the beginning of these terms. If you have a complaint, you will find a copy of our complaints policy on our website at <https://crackingenergy.com/legal> you can request a copy by raising a support ticket at <https://crackingenergy.com/contact-us>.

15.3.2 **Resolving disputes without going to court:** If at any time we are unable to resolve a complaint, or dispute arises between you and us, we will seek to resolve it quickly and effectively with you. If the dispute cannot be resolved amicably, both you and we can refer the matter to be handled through the RECC complaints procedure. We must agree to follow this procedure if that is your wish. The RECC complaints procedure is set out in section 9 of the Consumer Code (www.recc.org.uk). You do not have to use this procedure if you do not wish to.

- a) Initially, the complaint will be allocated to a RECC caseworker, who will mediate between both parties to resolve the dispute. Alternatively, the complaint will be referred to independent conciliation. Both mediation and conciliation aim to reach a non-legal solution to the dispute in a reasonable timescale.
- b) If the mediator or conciliator recommendations are not acceptable for any reason, you can refer the matter to the RECC independent arbitration service and we must agree to arbitration if that is your wish. You can submit a complaint to the Centre for Effective Dispute Resolution (“CEDR”) through their website Dispute Resolution, Conflict Management & Mediation Services - CEDR. CEDR will charge a fee of £100 (plus VAT) to you if you wish to request that they resolve a dispute through arbitration. The outcome of the arbitration process will be legally binding and enforceable. An award made under the independent arbitration service will be final and binding on you and us. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.
- c) If we are unable to reach a resolution relating to a complaint or dispute that you have, or if you do not wish to follow the process set out above, you can decide to take us to court.

15.3.3 **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

15.3.4 **Local laws still apply.** As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms, including this clause, affects your rights as a consumer to rely on such mandatory provisions of local law.

16 OTHER IMPORTANT TERMS

- 16.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying and/or installing your System.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.
- 16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 **If a court finds part of these terms 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.
- 16.5 **Even if we delay in enforcing these terms, 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 you breaking these terms 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.



Cancellation Form

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

[To: Egg, Unit D, Turnkey Park, Royds Lane, Leeds LS12 6AD](#)

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

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