



## Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

Creditor	Name: Phoenix Renewables Limited trading as Egg Address: Griffin House, 161 Hammersmith Road, London, W6 8BS
The Customer	Name(s): [Name] Address(es): [Address]
Agreement Number:	[#####]
Duration	36 months from the date upon which the first instalment is payable.
Amount of Credit:	£882
How and when credit will be provided	We will provide the credit to you by applying the Amount of Credit shown above as full payment for the Equipment specified below when the Agreement has been signed by both you and us. The credit will not be paid to you.
Description of Goods and Services	The <b>Equipment</b> Make: Indra Model: Smart PRO and installation services
Cash Price	Cash Price: £882 Total cash price: £882
Repayments	The Amount of Credit is payable by 36 monthly payments of £24.50. The first payment is payable on the first of your chosen monthly payment dates to occur after the Equipment has been installed by us. Your remaining 35 payments will be payable on the same date of each consecutive month after your first payment.  We will send you an email confirming your payment dates after you have signed this agreement.
Total amount payable	£882  Made up of: 36 payments of £24.50  Amount of Credit: £882
Rate of Interest	0% per annum (fixed)
Annual Percentage Rate of Charge (APR)	0% APR
Consequences of missing payments	If you do not make your repayments when they are due, there may be serious consequences for you. Your credit rating may be affected which will make it more difficult to obtain credit in the future. We may pass your case to our debt collection agents to recover any outstanding amounts owed by you to us. We may also commence legal action against you to recover what you owe us. If you are a homeowner then in the most serious instances this could lead to us obtaining a charging order (or, in Scotland, an inhibition) over your home to secure any judgment we obtain against you, which, in rare cases, could lead to your house being repossessed.
Right of withdrawal	You have the right to withdraw from this agreement, without giving any reason, within 14 calendar days beginning with the day after the day on which the agreement is made. You can exercise this right by serving a notice of withdrawal to us at the address stated at the beginning of the Agreement, by telephoning us on 0113 815 5366 or by raising a support

	<p>ticket at <a href="https://crackingenergy.com/contact-us">https://crackingenergy.com/contact-us</a>. Please provide your name, home address, details of the order, and where available your phone number and email address.</p> <p>If you withdraw from the agreement, you must repay to us the Amount of Credit without delay and within 30 calendar days beginning the day after you give us notice of your withdrawal. We will provide you details of how to repay this amount to us when you tell us you are withdrawing from the agreement.</p> <p>If you do withdraw from this agreement, the Egg Plus Subscription Service Terms with us under which we will provide you with Egg Plus will continue to exist and will not be ended.</p>
Early repayment	You have the right to repay early in full or in part at any time. If you wish to pay any amount early you must give notice to us at the address stated at the beginning of this Agreement, telephone us on 0113 815 5366, or by raising a support ticket at <a href="https://crackingenergy.com/contact-us">https://crackingenergy.com/contact-us</a> . Please provide your name, home address, details of the order, and where available your phone number and email address.
Ombudsman Scheme	If you have a complaint you will find a copy of our complaints policy on our website at <a href="https://crackingenergy.com/legal">https://crackingenergy.com/legal</a> or you can request a copy by raising a support ticket at <a href="https://crackingenergy.com/contact-us">https://crackingenergy.com/contact-us</a> if you are unable to resolve the complaint with us, you have the right to complain to the Financial Ombudsman Service, which can be contacted by telephone on 0800 023 4567 or by writing to them at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or by emailing them at <a href="mailto:complaint.info@financialombudsman.org.uk">complaint.info@financialombudsman.org.uk</a> .
The Supervisory Authority	The Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.
Privacy Notice	For full details of how we collect, use, store and share your personal data please take a look at our privacy policy that's stored here: <a href="https://crackingenergy.com/legal">https://crackingenergy.com/legal</a> .

## Terms and Conditions of the Fixed Sum Loan Agreement

Definitions used in these Terms and Conditions are set out in the Agreement Schedule or in bold below.

### 1. Basis of the Agreement

1.1 Phoenix Renewables Limited trading as Egg (**we**) will provide the credit to you by applying the Amount of Credit, as full payment for the Equipment and installation services when this Agreement has been signed by both you and us. The credit will not be paid to you.

1.2 In addition to this Agreement, the following terms will apply to you:

1.2.1 **Equipment Terms** These terms relate to the purchase and installation of the Equipment. Our full terms relating to the purchase of the Equipment will be provided to you before submitting your order at which point you will need to tick the box to confirm you agree to the Equipment Terms.

1.2.2 **Egg Plus Subscription Service Terms** You are also purchasing our Egg Plus subscription services (**Egg Plus**) and therefore our Egg Plus subscription service terms will apply. Our full terms relating to the purchase of Egg Plus will be provided to you before submitting your order and at the same time as the Equipment Terms at which point you will need to tick the box to confirm you agree to the terms.

1.3 In order to receive this loan you must enter into the Egg Plus Subscription Service Terms with us. You must make a monthly payment under the Egg Plus Subscription Service Terms as well as the monthly repayments under the Agreement.

1.4 You may sign this Agreement before we have accepted your order for the purchase of the Equipment under the Equipment Terms. We will inform you in writing if we are unable to accept your order for the

purchase of the Equipment. If we are unable to accept your order, you will not be bound by the terms of this Agreement and we will not take any loan repayments from you.

## 2. What you are required to pay

- 2.1. You are required to pay the amounts shown in the "Repayments" section of the Agreement Schedule on the repayment dates by Direct Debit. We will send you an email confirming your repayment dates after you have signed this agreement.
- 2.2. If you are having any difficulty making the repayments, you should contact us. If you breach this Agreement by not making your repayments in full and on time and you fail to remedy that breach following a request from us, we may send you a default notice. If you still have not made the repayment(s) within the following time specified in the default notice, we may terminate the Agreement and may pass the case to our debt collection agents.
- 2.3. There will be no additional charges applied to any late or missed payments but late or missed payments may lead to the agreement being terminated as set out in clause 6.
- 2.4. Your obligation to make repayments under this Agreement is separate to us providing the Egg Plus Subscription Service Terms. You must continue to make repayments even where we are unable to or do not provide Egg Plus for any reason.

## 3. Early Repayment

- 3.1. You have the right to repay early, in full or in part, at any time.
- 3.2. If you decide to make an early repayment in part, this will usually have the effect of reducing the amount of the remaining monthly repayments but keeping the remaining term of the Agreement the same, but if you ask us, we may at our discretion reduce the amount of the remaining term but keep the monthly repayments the same. Either way, we will provide you with details of the new repayment schedule.
- 3.3. If you repay the Agreement early in full, you will have the right to end the Egg Plus Subscription Service Terms. Ending the Egg Plus Subscription Service Terms will result in the loss of certain enhanced functionality of the Equipment and the support and maintenance services.

## 4. Your legal right to change your mind about the purchase of the Equipment

- 4.1. In addition to your legal right to withdraw from this Agreement, you also have the right to cancel your purchase of the Equipment within 14 calendar days beginning with the day after the day we deliver the Equipment to you (the **Cancellation Period**).
- 4.2. In order to cancel, please let us know by doing one of the following:
  - 4.2.1. **Email:** Raise a support ticket at <https://crackingenergy.com/contact-us..> Please provide your name, home address, details of the order, and where available your phone number and email address.
  - 4.2.2. **By phone:** Call customer services on 0113 815 5366.
  - 4.2.3. **By post.** Print off the Cancellation Form found at <https://crackingenergy.com/legal> and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it, and your name and address.
- 4.3. If you cancel the purchase of the Equipment, you must allow us to remove and collect the Equipment from you.
- 4.4. If you cancel the purchase of the Equipment within the Cancellation Period this Agreement will also end.

## 5. What you will have to pay if you exercise your right to change your mind after we have started installing the Equipment.

- 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.
- 5.2. You will have to pay for the uninstallation of the Equipment. You must pay us for the costs incurred in deinstalling the Equipment; and
- 5.3. You will have to pay for the reduction in value of the Equipment if we have installed it. You must pay us for the cost of the Equipment to reflect the reduction in the value of the Equipment once it has been uninstalled (in that the Equipment can no longer be sold as new)
- 5.4. If you are exercising your right to change your mind we will make a claim against you for the Amount of Credit minus any loan repayments that you have already made to us to claim back the cost of the Equipment and installation/uninstallation services from you.

## 6. Our right to end the Agreement

- 6.1. We may terminate the Agreement after serving you with a notice, if:
  - 6.1.1. You default in making any repayment due to us in full on its due date;
  - 6.1.2. You breach any other terms of the Agreement not involving repayments;
  - 6.1.3. You present or another person presents a bankruptcy petition against you;
  - 6.1.4. you enter or you take steps to enter into any arrangement with your creditors (whether voluntary or otherwise), or,
  - 6.1.5. if you are in Scotland, you become insolvent, or you allow your estate to be sequestrated, or you grant a trust deed for your creditor;
  - 6.1.6. You die; or
  - 6.1.7. You break the Egg Plus Subscription Service Terms by failing to make a payment due under the Egg Plus Subscription Service Terms.
- 6.2. If we become aware that any information supplied by you when entering into this Agreement was false in any material respect, you shall be assumed to have formally rejected this Agreement and we may, after sending you a default notice, terminate the Agreement.

## 7. Consequences of this Agreement ending

If we end the Agreement under clause 6, you must pay us the outstanding balance of the Amount of Credit plus any other sums which may have become due by you to us under this loan agreement.

## 8. Consequences of the Egg Plus Subscription Service Terms ending

- 8.1. If you end the Egg Plus Subscription Service Terms under clause 6 of the Egg Plus Subscription Service Terms (your 14 day right to change your mind and cancel Egg Plus), this Agreement will also end. The purchase of the Equipment will also end and if we have started installing the Equipment clause 5 will apply in relation to the repayment of the Amount of Credit.
- 8.2. If you end the Egg Plus Subscription Service Terms under clause 7.1 of the Egg Plus Subscription Service Terms (cancelling during the minimum term of the Egg Plus Subscription Service Terms (but after the 14 day right to cancel has expired)) or clause 7.3 of the Egg Plus Subscription Service Terms (cancelling your order because of something we have done or are going to do), this loan agreement will continue and you must continue to make your loan repayments until the loan is fully repaid.

## 9. Privacy

- 9.1. Our Privacy Policy sets out how we use your information and explains your rights to your information. A copy of the Privacy Policy can be found at <https://crackingenergy.com/legal>.

## 10. General

- 10.1. You must notify us within 7 calendar days if you change your address or telephone number. If you fail to do so and we are at any time required to trace your whereabouts, you will be charged for our reasonable fees in locating you.
- 10.2. From time to time, we may need to contact you to discuss this Agreement, you agree that we may contact you by telephone if we need to do so using the number you have provided to us.
- 10.3. If we decide not to enforce any of these terms or our rights under this Agreement when we're entitled to, we do not waive our right to take that action (even in similar circumstances).
- 10.4. We may transfer our rights and obligations under this Agreement without your permission provided that this does not adversely affect your rights, but we will notify you if we take this step. You may not transfer any of your rights or obligations under this Agreement without our prior written consent, which we shall not refuse without good reason.
- 10.5. If a court finds any 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.
- 10.6. Any communication, notice or demand to be given to you shall be effective if given to you personally or sent to you by ordinary prepaid post or, where it is lawful to do so, by electronic means (and you consent to receiving communications, notices or demands from us by electronic means), in each case to your last known address.
- 10.7. Any such notice or demand sent by post shall be conclusively deemed to have been received by you within 48-hours after the time of posting.
- 10.8. Where more than one person signed this Agreement as the customer, you shall be jointly and severally liable for the obligations and liabilities of the customer under this Agreement. This means that each of you is liable, individually and together, for all sums due under the Agreement.
- 10.9. This Agreement is governed by the laws of England and Wales and the courts of England and Wales and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.



This is a Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974.  
Sign it only if you want to be legally bound by its terms.

Signature(s) of Customer and date of signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(and the date of this Agreement)

Signed for Phoenix Renewables Limited trading as Egg:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: