Elia Valentini
7 Waterville Mews
Colchester
Essex
CO2 8BZ
United Kingdom

# Quotation # S11971

Quotation Date:Expiration:Salesperson:18/03/202508/04/2025John Dawson

### **Description**

### We will supply and install:

A 5kW air source heat pump system with 150L cylinder, including:

- Samsung R290 5kW air source heat pump
- Samsung EHS heat pump control kit
- ERP A+ rated circulation pump
- 150L domestic hot water cylinder
- 25L wall mounted buffer
- Flexible hoses
- Anti-vibration feet
- Isolation valves
- Expansion vessel
- Insulated pipework
- Drain kit

\*Including 7-year parts and labour warranty from Samsung

We will complete and provide:

- Application to Boiler Upgrade Scheme (BUS) for the £7,500 grant, if required
- Electrical testing and certificate
- MCS certification
- Commissioning and hand over pack

#### We will also supply and install:

Necessary radiator upgrades to meet MCS regulations:

- 1x 450mm x 1200mm K2 radiator Living Room
- 1x 600mm x 1000mm K2 radiator Kitchen
- 1x 600mm x 1000mm P+ radiator Master Bedroom
- 1x 450mm x 900mm K2 radiator Study

Specification designed at a flow temperature of 45°C

We will also include:

Deposit protection insurance

2 year insurance backed workmanship warranty

Due to price volatility and supplier price increases, this quote is valid for 90 days

\*Please see conditions below for payment terms

#### QUOTATION PRICE IS INCLUSIVE OF A £7,500 BOILER UPGRADE SCHEME GRANT (BUS)\*

\*Green Building Renewables will apply for your BUS grant prior to starting any works, to confirm if you are eligible. The grant is paid directly to us once the installation is complete and is deducted from the full installation cost. The value stated in this quote is the amount directly payable by the customer. The BUS grant has already been deducted. The deposit payment required to secure your installation is 25% of the full contract value (which includes the BUS contribution of £7500). If 25% of the full contract value is actually greater than the contribution required from yourself, the appropriate lower amount will be due.

Untaxed Amount	£7,200.00
VAT 0%	£ 0.00
Total	£7,200.00

# **Schedule Of Works - Heat Pump**

Item	Responsibility	Details
Heat Pump	21°	Located at the rear under kitchen window
Base (1200mm x 800mm x 75mm)	Customer	Existing paving slabs
Flow and Return	21°	Up into loft, across and through roof of cylinder cupboard
	21°	Follow primaries up into loft, across loft. Follow PV cable down front elevation, mains entry is to the left of the door
4mm Signal Cable to Cylinder	21°	Same route as the primaries
	21°	Located in the master bedroom cupboard
Connections to Hot & Colds, and Heating	21°	Cold water feed to combi boiler will be re-used for the proposed cylinder
	21°	To the rear, follow gutter pipe down
Buffer	21°	25L wall mounted buffer located in the loft
Existing System	Customer	Customer to request Gas safe engineer to remove boiler from the airing cupboard
	Customer	In date EPC required for the BUS Scheme

### **Schedule Of Works - Radiators**

Room	Upgrades/Changes
Living Room	Existing 600mm x 600mm K2 as is Existing 500mm x 1200mm P+ radiator to be changed for 450mm x 1800mm K2
Kitchen	Existing radiator to be changed for 600mm x 1000mm K2
Master Bedroom	Existing radiator to be changed for 600mm x 1000mm K2
Landing	No change

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Have a query? Please contact your local team https://www.21degrees.com/contact-us/

# **About Us**













Thank you for requesting a quotation from 21 Degrees. We value every one of our customers and we're committed to transforming the way home is built or renovated, ensuring they meet the highest standards of sustainability, health, and comfort.

We proudly install and maintain a range of products that can help you maximise your own sustainable energy. Our product range includes solar panels, battery storage, air and ground source heat pumps, MVHR, triple-glazed windows plus specialist insulation and airtightness materials. Combined with our expert knowledge, these technologies transform how you conserve and generate energy.

With extensive experience in the industry, we are recognised for our award-winning customer service and consistently achieve 5-star Trustpilot reviews. Backed by a range of industry accreditations, you can trust in the quality of our products and service.

# Why choose us?

★★★★★ Friendly, award-winning customer service

★★★★★ A dedicated technical department, providing expertise to support every installation

★★★★★ Our surveyors, designers and engineers are in house

★★★★★ Peace of mind, with our deposit protection insurance\* and 2 year insurance backed workmanship warranty



\*For domestic installations

# **Additional Information**

Where site conditions or special circumstances beyond our control result in additional work, this will be charged at £50.00 per hour plus VAT (if applicable).

All heating systems pipework/radiators must be protected from corrosion, scale and sediment accumulation. 21 Degrees has included for the cost of a suitable corrosion inhibitor within this quotation.

The above quotation assumes that we have uninterrupted access to the working areas between the hours 08:00-18:00 Monday to Friday and that a 240v or 110v electrical supply is available for our use during the installation.

Before commencing with the project, a pre-installation site meeting may be required to finalise and agree the hardware locations, pipework and cable runs and installation process.

When looking to claim a Boiler Upgrade Scheme (BUS) grant towards your installation, an Energy Performance Certificate (EPC) for the property, meeting the eligibility criteria, must be provided to 21 Degrees within 14 days of the heat pump being installed. If this is not possible, full payment for the installation will be required from the customer (including any pending grant amount). Once a BUS voucher has been successfully redeemed, the grant amount will then be refunded to the customer.

### Planning Permission, Building Regulations, MCS and RECC

Planning Permission may need to be sought for Listed Properties, in Conservation Areas or where the property does not have Permitted Development Rights. It is the customer's responsibility to ensure that they have the necessary permissions and approvals in place prior to the installation.

All electrical work carried out in homes in England and Wales must meet the requirements of Part P for the Building Regulations. 21 Degrees will notify building control of changes or additions made to your property, which related to electrical work carried out by us, to complete your installation, unless agreed otherwise.

21 Degrees are MCS (Microgeneration Certification Scheme) registered installers and members of RECC (Renewable Energy Consumer Code) whose policy states that 'Consumers have the right to expect that goods and services supplied by a member will perform properly, be fit for their purpose and meet the quality standards they would reasonably expect, including the standards set out in this Code.

It is a requirement of the MCS Scheme that you agree to supply feedback regarding the operation of the equipment, if required to do so. You may be chosen at random to have additional monitoring equipment attached to the installation (free of charge). This is to enable the Department of Energy and Climate Change to gather information about the use of the heating system. It is a condition of the scheme that you agree to have these installed if requested to do so.

### **Notification to the District Network Operative**

Distribution network operators (DNOs) manage the distribution of electricity around the country. If you have generation equipment like heat pumps and solar PV installed at your home, your DNO usually need to be notified about the installation.

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Systems that require a DNO application may incur a design fee from the Network Operator. We will inform you if there is a design fee before instructing the local operator to continue. Once operator are instructed to complete the design, the customer is required to pay the DNO fee, even if they decide not to proceed with the works.

### **Performance Specification/Design**

Using our CIBSE approved room-by-room heat loss assessment software, we have designed an energy efficient heating system which will provide full control with low running costs.

Using the manufacturer's software, we have also calculated the total space heating requirement for your property and have designed a system that will provide 100% of your space heating requirement at -3°C ambient and up to 22°C room temperatures as of the CIBSE guideline and the latest version of MIS 3005. At these design temperatures we can guarantee its operation.

Based upon the information provided along with your specific project requirements, we are pleased to select the heat pump and additional equipment detailed in the enclosed Quotation. This system is capable of providing hot water up to 55°C (80°C in the case of a High Temperature (HT) system).

These units are designed to provide high performance and efficiency along with a straight forward method of installation. The units are fully optimised and purpose designed MCS accredited heat pumps.

### Radiators (where applicable)

Air source heat pumps (ASHPs) are at their most efficient when producing water at lower flow temperatures. This can be achieved by installing radiators with a larger surface area, or by using double or triple panel convector radiators. From our experience this is usually in the living/sitting room areas. Any required radiator upgrades and/or additions are included in our Quotation, unless stated otherwise.

#### Slab Base & Soak Away

Due to the way air source heat pumps work, especially on colder days, the system will need to defrost the outside evaporator during operation. This is done by an automatic defrost cycle, which can create up to 6 litres of condensate water per hour. The unit should therefore ideally be sited near to a drain to allow the condensate to discharge into it.

Alternatively, you may wish to prepare a suitable soak-away by digging-out some sub-soil below the outside heat pump unit and filling with circa 4x25 kg bags of pea gravel to create a soak-away for the condensate water to discharge into when the unit is defrosting.

#### **Pipework Routing and Connection to System**

In the case of a "split" heat pump system, we have allowed for insulated flow and return refrigeration pipework to be routed from the outdoor unit to the indoor hydrobox unit. From there the connections into the central heating and hot water cylinder (where installed) will be made via suitably sized flow and return pipework.

### **Controls**

The system will be operated by a Digital LCD controller which gives 24/7 control of the system. The temperature of the water supplied from the system can also controlled by the controller. The temperature inside the hot water cylinder is also set using this controller. As such, a small thermistor cable will need to be routed from the heat pump to the hot water cylinder and connected into it.

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### **Electrical Supplies**

If installed by 21 Degrees, the electrical supplies for the system are typically taken from the main electrical distribution board. The main supply cable will then be routed from this location to the outside heat pump unit and another 2 supply cables routed to the Hot Water Cylinder for the backup heater (if specified) and immersion heater. If not installed by 21 Degrees the same electrical requirements will apply, unless otherwise specified.

# **Next Steps**

If you have any questions regarding the enclosed quotation, or there is anything you are unsure about, please do not hesitate to us:

#### **Ordering**

If you have received your final quotation and you wish to proceed with your order, you will be able to electronically sign and return the attached quotation (if you are unable to electronically sign this document, please contact your local sales office).

By signing this quotation, you are confirming your order for the Products and Installation Services specified on the attached Quotation.

### **Payment Schedule**

#### Payment 1: 25% Deposit

On confirmation of your order, we will send you an invoice to request 25% of the total cost of the installation (including the appropriate rate of VAT). This is to confirm your commitment to the installation and secure your installation booking.

#### Payment 2: 35% Interim Payment

7 days prior to the first day of installation or delivery of installation equipment to site (whichever comes first), we will send you an invoice to request 35% of the total amount (including the appropriate rate of VAT). This is to cover the initial equipment purchase.

#### Payment 3: 40% Final Payment (or 35%\*)

Upon completion of the installation we will send you an invoice to request the final 40% (or 35%\*) of the total amount (including the appropriate rate of VAT).

### \*Payment 4: 5% (If required)

Where the commissioning of the system is done at a later date or the installation is done in stages at the customers request, we may reduce the final payment to 35% and bill the final 5% once the commissioning is completed.

If utilising a Boiler Upgrade Scheme (BUS) grant, on confirmation of your order a 25% deposit (of the full contract value) will be requested to confirm your order. The £7500 grant will make up the final payment on completion of the installation. Any remaining balance will be billed on the first day of installation or on receipt of the equipment.

#### Installation

We will explain exactly what will happen and when and will endeavour to fine-tune our scheduling to minimise any disruption to you.

#### **Post Installation**

When you are happy that the work has been completed to your satisfaction, we will vacate the site. Before leaving we will ensure that you are fully briefed regarding how the system works and that you understand the basic operating procedures. All relevant documents will be provided to you in the form of a Handover Pack. Even after this, we continue to support you during and beyond the guarantee period in order to ensure that your investment is protected and operating efficiently. If you have any problems or concerns, please remember that we are only a phone call away.

# **Terms & Conditions**

## 1. Acceptance of Proposal

- 1.1 The Quotation is valid for a period of 30 days from the date indicated. No contract is in place until we receive a signed order from you.
- 1.2 Please read these terms carefully before signing them. If you need any explanations about them, please contact us using the address or telephone number provided.
- 1.3 This agreement is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.
- 1.4 You have the right to cancel this contract during the 'cancellation period' without giving any reason. The cancellation period lasts 14 days from signing this contract. You can also cancel the contract without penalty before any of the goods are delivered.
- 1.5 To cancel this contract, you must inform us of your decision by a clear statement by letter sent by post or email to the address provided. Any advanced payments you have made will be returned to you. If you want to cancel this contract after the Cancellation Period for any reason then you may have to pay costs and we may retain all or part of your deposit and further advanced payments, if made, as a contribution. See paragraph 9.1.1 for more on this.

# 2. Our Obligations

- 2.1 Our MAIN OBLIGATION to you is to do the work with all reasonable care and skill according to the standards set by the Microgeneration Certification Scheme (MCS), where applicable. Under the MCS scheme, only certified companies can enter into a contract with a customer for the sale and installation of a system.
- 2.2 We agree to carry out the work with all reasonable care and skill in the planning, installation and commissioning of the system described in the Quotation. The goods we supply will:
  - be of satisfactory quality.
  - be fit for purpose.
  - operate as we described to you.
  - match the model you have seen or examined.

### The Timetable

- 2.3 We agree to supply the goods and carry out the works as outlined in the Quotation paperwork and within a timetable agreed with you. Your acceptance of these terms indicates that you agree to proceed using that timetable.
- 2.3.1 We will make every effort to complete the work by the time agreed with you. You must appreciate, however, that sometimes delays may occur. We cannot be held responsible for those delays.
- 2.3.2 If such delays occur, we will tell you as soon as possible and we will adjust the timetable by written agreement.
- 2.3.3 It is hereby agreed that time is not of the essence of the contract unless specified under special conditions and confirmed prior to installation. The Company shall not be liable for any delay in delivery of the Goods that is caused by a

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Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. The time quoted for completion of the work is that anticipated at the time of placing the order and The Company undertake to make every effort to maintain or improve upon it. The Company will not be held responsible for any consequential loss whatsoever arising from any delay in the completion of the work after the anticipated completion.

2.3.4 In the case of a delay to the delivery of goods beyond the time or period we have agreed, or where no time or period has been agreed then beyond a period of 30 days from the date you sign this contract, then you may be offered different products of equivalent specification, value and quality, so long as they are MCS certified. You can either accept that offer, wait for the products you ordered or choose to cancel the contract as detailed in section 9.2 and 9.3 below. This is in line with the Consumer Rights Act 2015.

## 3. Our Other Obligations

- 3.1 We will carry out the work and all communication with you according to the Consumer Code.
- 3.2. The installation of all systems will comply with current building regulations and all electrical work installed by 21 Degrees will comply with Part P regulations. It is the householder's responsibility to ensure that the rest of the property meets Part P. If the existing system does not meet required standards to a level which is deemed safe or is deemed dangerous the company reserves the right to remove its employees from site with immediate effect and with no liability, until such time as the system meets the required regulations.
- 3.3. Once the installed system is commissioned, we will give to you any guarantees, test certificates and other relevant paperwork related to your goods and installation.
- 3.4. We will also give you the documentation required as detailed in the appropriate Microgeneration Installation Standard, if applicable. If it is a requirement of the appropriate MIS installer standard, this will include the certificate showing that the installation has been registered with the MCS Installation Database.
- 3.5. We will ensure that the guarantees will be honoured should we fall into receivership, administration or bankruptcy during the term of the installer's guarantee. Please see Section 8 of this contract for details.

# 4. Payment Terms

### The Deposit

- 4.1 You will pay us the deposit specified in the Quotation when you sign this agreement. The deposit cannot be more than 25% of the total contract price set out in the Quotation. Should you decide to cancel the contract within the 'Cancellation Period' (see section 1.4 of this Contract) we will return that deposit to you in full.
- 4.1.1 If you pay the deposit before we have inspected your house, and if we find during that inspection that the installation cannot proceed, then we will refund that deposit to you in full within two weeks.

### Advance payments

4.2 The Quotation we have given to you will explain when further invoices will be sent and the amount due for each payment.

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4.3 We may require you to pay an advance payment no more than three weeks before the agreed delivery or installation date. This advance payment will only be used for work under this contract, for example for purchasing goods.

- if we do not deliver any goods to you before installation then such an advance payment, taken together with the deposit, will under no circumstances be more than 60% of the total price in the Quotation.
- we may use your advance payment to purchase goods and deliver them to you. If we do this, and only if title to those goods transfers to you, the sum used to purchase those specific goods will no longer represent an advance payment.

4.4 We may require you to pay a further advance payment if the system cannot be commissioned after installation that is out of our control.

### **Final Payment**

- 4.5 We will issue you with an invoice for the balance outstanding on the contract price. This will become due only after the installation has been commissioned.
- 4.5.1 In the event of any alleged minor defect with the goods or installation, then you shall not be entitled to withhold more than a proportionate amount of the sum due. If you do withhold any amount after the due date because of any alleged minor defect, then you must give us as much notice as possible and state the reasons you are withholding the payment.
- 4.6 For small works such as maintenance and servicing, payment will be required before the works are undertaken. This may be in the form of a regular monthly or annual payment agreement, but where this does not exist, we will issue you with an invoice. The works will not be scheduled until this invoice is paid.

### **Consequences of Late Payment**

4.7 If you fail to pay the amount specified in an invoice by the due date, then we may charge interest until the full amount is paid. The interest rate we charge will be 8% above the base rate set by the Bank of England.

### Late payment of advance or 'interim' payments

- 4.7.1 If we do not receive payment by the seventh day after payment is due, then we may give you written notice that we intend to stop work on the installation. Once we have sent you this written notice, we may suspend all work until payment is made.
- 4.7.2 If you are in breach of this Contract because you have failed to make an agreed payment, and we have suspended work on the installation, then we may be entitled to recover any additional costs we incur. We will provide you with written notice containing full particulars of any claim for compensation within 21 days of any suspension of work.
- 4.7.3 We may require you to return and deliver up the goods to us. Failing this we will take legal proceedings to recover the goods or their outstanding value.

When the customer is utilising a grant towards the full or partial cost of an installation (such as the Boiler Upgrade Scheme (BUS)), the customer will be liable for full costs of the installation until such time as the grant is paid in full to 21 Degrees. If any grant payments are withheld for a period longer than 1 month, the company reserve the right to recoup the full installation costs from the customer. 21 Degrees will accept no liability for the non-payment or refusal of a grant towards an installation and where this

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occurs, the customer must pay the full balance to 21 Degrees.

## 5. Your other obligations to us

5.1 We will advise you on the approvals and permissions that you may need but you must obtain all relevant permissions (such as planning and building consents) that are necessary before we start work on the installation. If we ask to see those permissions (and related drawings and/or specifications) you must make those available.

5.2 You are responsible for notifying any leaseholders, freeholders, mortgagors, and insurers of the property about the planned work.

5.3 The Customer must take reasonable responsibility whilst the engineers are working on their property. It is the Customer's responsibility to point out to the Sales Consultant and Installation Engineers prior to the commencing of work, any unsafe roofs, pathways, pipes, or cables that may not be visible due to rendering or in cavities or behind plasterwork. If in doubt, consult the Sales Consultant and Engineers when they are at your property.

### Supply of services

5.4 You must agree to provide the following for our use free of any charge:

- water, washing facilities and toilets.
- electricity supply.
- adequate storage space.
- safe and easy access to your property from the public highway.
- easy access to the location within the property where the installation is to take place by removing all belongings.

### **Additional Charges**

5.5 You, or a contractor you employ, may need to carry out preparatory work before the installation described in the Quotation can start. If so, we will describe this to you in writing. This work must be finished before the agreed date on which installation work is due to start. This work must be undertaken by competent persons and must be of the necessary quality for the installation. If this preparatory work is not finished before the agreed date on which the installation is due to start, then the conditions described in clause 2.2 of this Contract will apply.

5.6 Should you be in breach of conditions set out in 4.1 and 4.3 of this Contract you may incur additional costs due to delay and/or provision of additional services. You may be required to pay reasonable compensation to cover those extra costs. If this happens then section 7 (below) of this Contract will apply.

# 6. Change of Work

6.1 If, after signing the contract, you want to change the work, you must consult with us first. We may be able to incorporate your changes into the installation provided that:

- it is technically possible.
- we have the necessary resources.
- the necessary permissions are in place.

6.2 If we agree to this change of work, you must:

• confirm your request in writing; and

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• do so within 14 days of when you first tell us.

6.3 We will then adjust the price:

- by written agreement beforehand, if possible; or if not then
- by later written agreement; or if not then
- by referring to any priced documents if this applies; or if not then
- by a reasonable amount for the work done or goods supplied.
- 6.4 Every change that means extra or revised work (as opposed to changes that leave something out) may mean extra costs. We will try to keep those costs to a minimum.
- 6.5 If, in the final design we present to you, the installation differs significantly from what we have described to you, we will draw this to your attention in writing and you will be able to cancel the contract as detailed in clause 9.4.

For this section, "Significantly" means an amount exceeding 20 percent of the cost of the system or decreasing the projected efficiency of the system by an amount exceeding 20 percent, as originally specified, and proposed.

## 7. Unexpected Work

- 7.1 The Quotation given to you details the hourly or daily costs that would result from any unexpected work due to site conditions or special circumstances beyond the control of the member.
- 7.2 Where unexpected work arises, we will tell you and ask how you want us to proceed. If you want us to continue, then section 6.3 of this Contract will apply.
- 7.3 Where you have elected to use your own equipment-provider separate from this Quotation, 21 Degrees can take no responsibility for equipment failure, and where such failure results in additional work by us we reserve the right to charge at the additional daily rate outlined on the Quotation.
- 7.4 21 Degrees will not be responsible for guaranteeing the quality of work carried out by Sub-Contractors not engaged by us. Where installation by your Sub-Contractor leads to additional work by us, we reserve the right to charge at the additional daily rate outlined on the Quotation.

# 8. Delivery, Title, Risk and Workmanship Warranty

- 8.1 We will deliver the goods to the location detailed in the Quotation.
- 8.2 In case we fall into receivership, administration or bankruptcy before we deliver the goods to you, we will insure the money you pay us in advance. We will also ensure that our guarantees will be honoured should we fall into receivership, administration or bankruptcy during the term of the installer's guarantee.
- 8.3 We will provide you with details of the insurance scheme we use, and you will receive a policy directly from the provider once you have signed the Contract.

### The Client Account

8.4 We may place your deposit and advance payment made before the goods have been delivered to your property in a special 'client' or other third-party account or use the protected payment scheme which the Code administrator has

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arranged. This money can only be used for work carried out under this Contract.

- 8.4.1 If we should fall into receivership, administration, or bankruptcy then the money in that dedicated bank account (or held within the protected payment scheme) will be returned to you or passed to another supplier who will complete the work.
- 8.5 Where your money has been used to make specific purchases on your behalf, then legal title to those goods, or the proportion of them you have paid for, will pass to you. We must either deliver them to you or label them as belonging to you. Where we store the goods then we must keep them separate from our own goods and those of third parties. We must also keep the goods stored, protected, insured and identified as your property until they are delivered to you. You must be able to inspect the goods and/or repossess them.
- 8.6 Goods belonging to us may be delivered to the site. If the contract is terminated early for reasons detailed in section 9.3 of this Contract, then with reasonable notice, you must return and deliver the goods to us. If this happens then we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not return the goods to us, we retain the right to take legal proceedings to recover the goods or their value.
- 8.6.1 If the Contract is terminated early for reasons detailed under section 9.4 of this Contract then, with reasonable notice, you must return and deliver the goods to us. If this happens you may have to pay compensation for reasonable costs or losses reasonably incurred. This may be deducted from any deposit or further advance payment you have already made.
- 8.7 The risk in the Goods shall pass to the Customer immediately on completion of delivery.
- 8.8 Title to the Goods shall not pass until the Company receives payment in full for the Goods, at such time as the payment is received the title shall pass to the Customer.
- 8.9 Until ownership of the goods passes to you, you must:
  - store the goods separately in such a way that they remain readily identifiable as our property.
  - not destroy, deface, or obscure any identifying mark or packaging on or relating to the goods; and,
  - maintain the goods in a satisfactory condition.
- 8.10 We warrant all other goods and labour that form part of the System against failure or breakdown for a period of two years from the date of commissioning. If there is an extended period between installation and commissioning, due to works outside of 21 Degrees contracted works, then the 2-year warranty will commence on the final day of the installation of the system, not the commissioning date.
- 8.11 If during the 2-year warranty period, a 21 Degrees Engineer is required to attend site to diagnose or rectify a fault and the issue is identified to be unrelated to the installation carried out by 21 Degrees, charges may be applicable. Where there is a system fault or failure during the manufacturer's warranty period but outside of the 21 Degrees installation warranty period, whilst the parts maybe replaced under the manufacturer's warranty, the repair/site visits by a 21 Degrees engineer may be chargeable. Please note that our usual working hours are 08:00 17:00 Monday to Friday. Save in circumstances where there is a severe threat to life or exceptional damage, our engineers will not attend repair/site visits etc. outside of these hours.

### 9. Contract Cancellation

### Your rights

- 9.1 Your rights to a cancellation period are detailed in sections 1.4 and 1.5 of this contract.
- 9.1.1 If you cancel this Contract after the period referred to in sections 1.4 of this Contract, then you may have to pay compensation for costs or losses reasonably incurred. We will try to keep those costs to a minimum. We have a right to retain all or part of your deposit and further advance payment, if made, as a contribution.
- 9.1.2 If you want the work to start during the cancellation period referred to in section 1.4 then you must request this in writing and sign the request. If we start the work on the installation and you later decide to cancel the contract within the cancellation period described in section 1.4 then you may be responsible for the costs of the goods and services already supplied and for making good the property.
- 9.2 If there is a delay to the delivery of goods or installation for reasons that are outside your control, then you will be entitled to cancel the contract and receive a full refund. This is in line with the Consumer Code and the Consumer Rights Act 2015.
- 9.3 Additionally, if we are in breach of our obligations as detailed in this Contract then you have a range of remedies that will apply depending on the circumstances. If we breach the contract for the supply of services, then you are entitled to:
  - a repeat performance of the service; or
  - a price reduction.

If any of the goods that we supply are faulty, incorrectly installed, incorrectly described, or not fit for purpose, you can:

- request a repair or a replacement; or,
- reject the goods and claim a refund or claim compensation.

You cannot seek the remedies described in 9.2 and 9.3 if you change your mind about the contract or you decide you no longer want some or all of the components.

- 9.4 The Company shall not be liable to the customer for any form of indirect or consequential losses incurred by you including loss of profits, pure economic loss, depletion of goodwill or otherwise.
- 9.5 Warranty claims made by the customer are claims against the provider of the faulty equipment and whilst we agree to administer the warranty process, we are not liable for such claims.

### **Our rights**

- 9.6 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.7.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so. We must give you reasonable opportunity to put right the alleged breach.
- 9.7.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any

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composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

- 9.7.3 the Customer suspends, threatens to suspend, cease, or threatens to cease to carry on all or a substantial part of its business; or
- 9.7.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 9.8 If we suffer a loss as a result of your breach of contract, we will take reasonable steps to prevent the loss from getting worse. If your breach of contract leads to a cancellation, then you may have to pay compensation for reasonable costs or losses reasonably incurred.

# 10. Assignment and other dealings

- 10.1 The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 10.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

### **Data Protection**

10.3 21 Degrees is part of the Efficient Building Solutions Group. Your data may be shared with any other members of the Efficient Building Solutions Group. We will never sell your data and your data will be safeguarded in accordance with our Privacy Policy.

10.4 We reserve the right to use photographs of any installation for marketing purposes on our website, save in circumstances where you expressly disagree.

# 11. Dispute Resolution

- 11.1 If you have a complaint, please refer to our Complaints Policy on our website: www.21degrees.com/complaints-policy/ and contact us so that we can investigate. We will endeavour to respond to your complaint within 30 days.
- 11.2 If at any time a dispute arises between you and us that cannot be resolved you can refer the matter to be handled through RECC's dispute resolution procedure provided it falls within their remit, which is disputes relating to the sale and installation of domestic renewable energy systems. We must agree to follow this procedure if that is your wish. RECC is certified through the Chartered Trading Standards Institute as an Alternative Dispute Resolution provider. You can find further information on the RECC website www.recc.org.uk/consumers/how-to-complain.
- 11.3 If an agreement is not reached through mediation for any reason, you can refer the matter to RECC's independent arbitration service, and we must agree to arbitration if that is your wish. You would have to pay a small fee directly to the arbitration provider, which may be refunded to you if the arbitrator finds in your favour.

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Have a query? Please contact your local team https://www.21degrees.com/contact-us/

- 11.4 An award made under the independent arbitration service will be final and legally binding on you and us. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.
- 11.5 Disputes that relate to the MCS Installer Standards can be referred to our MCS Certification Body. Their contact details are as follows: NICEIC, Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, LU5 5ZX. 0333 015 6626.

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