



Greenio Terms and Conditions of Sale & Service Provision

For Works completed on or after 1st February 2016

For Complete Care policies taken out on or after 1st February 2016

Welcome to the Greenio family of Services!

Our door is now open to you for a range of energy supply and management services, and we hope that we can aid you wherever possible with your installation.

We offer services in: sale and upgrades of your heating, electrical or lighting installation; remedial works; consultations and reporting; installation management (inc. Servicing, fuel and breakdowns); incentive & grant aid; funding.

For your: biomass; CHP; Ground Source; Air Source; LED Lighting; Solar PV; Turbines; Oil; Gas.

Our offices are open 8.30am-5.30pm Monday to Friday, with additional weekend and evening response services for those subscribing to the premium packages.

Our holidays are in line with all UK bank holidays, with Christmas break from 24th December to 2nd of January (premium response packages still apply during this period).

This policy applies to the below scenarios:

1. Sale Terms: includes all sale of parts; equipment or installations; upgrades; or one-off services.
2. Remedial Work Terms: includes any work on installations in need of improvement or repair to bring them to a satisfactory working standard.
3. Consultation Terms: Includes advice and reporting on installations and/or fuel; incentive & grant aid.
4. Servicing and Maintenance Terms: includes all servicing and maintenance packages; remote monitoring and management; one off servicing; callouts.
5. Funding Terms: includes the arrangement of any funding services including full or debt funding.

There are some variations to the terms depending on the type of services you have purchased. To understand which of the Terms & Conditions apply to your particular Membership, please make sure you are aware where your purchase lines up with the above Terms – if you are unsure it is wise to contact the Greenio on 0800 810 0565 office to confirm this.

Please read these Terms and Conditions carefully, and keep safe them for future reference.

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Definitions

In this document the following words shall have the following meanings:

1. "Buyer" means the organisation or person who buys Goods or Services from the Seller, or user entering into the Contract should they not own the Installation
2. "Goods" means the articles to be supplied to the Buyer by the Seller;
3. "Services" means any provision of labour-based works supplied to the Buyer by the Seller;
4. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
5. "Seller" means Greenio Ltd, Manor Farm Barns, Evedon, Sleaford, Lincolnshire, NG34 9PA
6. "Contract" means any documented or otherwise stated agreement for exchange of Goods or Services, not excluding quotes and Purchase Orders accepted without formal contract documentation in place.
7. "Purchase Order" is the instruction for the provisions of Goods and/or Services from Buyer to Seller.
8. "Variation Order" means any changes to original works design, or additional works relating to the original project or site.
9. "Contract Period" relates to the term outlined in the initial Contract. Depending on the circumstance of the Sale or Medium-Long Term Contract, a start date and end date may or may not be stated.
10. "Works" means a job or Services provided under any Contract.

Part 1: Medium to Long Term Maintenance and Management Contracts

Applies to:

All servicing and maintenance packages

Remote monitoring and management packages

Congratulations on the setup of your Medium to Long Term Maintenance or Management Contract!

What to expect

Once you have signed the Contract and Terms and Conditions relating to the Contract, you will receive a unique Membership Customer Code. This will be used to track your services and payments.

Please check carefully through the details of your package – the prices for standard biomass packages are based on wood pellet installations within a 200 mile radius from our Lincolnshire offices, so there might be slight variations for alternative fuel installations, outside of our standard cover zone.

Depending on the package you choose, you will be given a Contract Period with a start date and an end date, and the number and type of Services that are included. If you would like to upgrade your package at any time, please contact the office as this will result in a renewed contract which must be tailored based on the services already received in the initial Contract.

For the purpose of managing your installation we require all documentation, records, and appropriate information relating to the history of the boiler. If you require us to manage the parts for your boiler under warranty, we will require the commissioning certificate and any service history you may hold in order for us manage your parts with the manufacturer.

If you have any change of details (including phone numbers, emails, access codes, bank, installation manager), you will need to notify the office of any changes. Failure to do so may result in a suspension of services.

Method of Payment

Your method of payment will either be annually in advance of Works, or monthly standing order. Unless otherwise specified, once it reaches the Contract end date your contract will roll over for the subsequent year. Please pay attention to the fact that in the signing and accepting of the Terms and Conditions, any cancellation of monthly standing orders will result in a bill for any completed works for which the full value has not been settled.

Access

Access to premises will be required in order to carry out our services, so if there are specific access restrictions such as gate codes or alternative postcodes to find the premises, these will need to be specified. Notification will be given to the customer prior to all visits, unless permission from the customer is explicitly stated that Greenio Ltd have access for management purposes.

If You Require Assistance

If you require a service under your contract, due notice (a minimum of 2 weeks) must be given to Greenio Ltd in order for us to arrange this around the emergency callouts. The service will be arranged for the earliest opportunity from notification of service requirement. Major or minor service requirement must be specified on notification of service requirement.

If you require a callout, the office will need to know the error relating to the callout (if there is one), the size and make of your boiler. If a repair cannot be completed for any reason through lack of information from the customer, this will still be counted as a callout. If a Bronze service package (no callouts included) is selected, or the number of callouts in the package have been completed, callouts will be charged at their standard rate of £30/hr on site, £20/hr travel and £0.45/mile. Alternatively, the Package may be upgraded for one with a larger number of callouts.

Those who have subscribed to the premium response packages will be given a phone number for out of hours calls. If you have a 24hr response package, please state this to your representative so it may be checked.

Cancellation Policy

If for any reason you would like to cancel your services, please notify the office and we will terminate services as per your contract. There may be a bill relating to the cost of services carried out, if the complete cost of these have not been settled. These will be charged at their standard rate of £30/hr on site, £20/hr travel and £0.45/mile.

Part 2: Workmanship Warranty

Applying to:

Callouts to installations where one or more callouts and or services have already been completed; callouts to systems installed by Greenio Ltd.

We maintain a duty of care to our customers, which is why we offer a workmanship warranty of 7 days from the initial callout. However, we cannot cover for repeat callouts where the issue is caused by faulty equipment or components, lack of maintenance, or sub-par standard installations. In order to prevent this, the below measures form the terms of our repeat callout policy:

Repeat callouts will not be issued free of charge should the conditions of the callout fall into any of the below categories:

- Parts failures (these should be upheld by your parts manufacturer warranty)
- Original callouts performed by third parties (not employed by Greenio Ltd)
- Different error code to initial callout
- Error code arising is the same as the initial callout. yet is the result of a different issue. In this case a report will be provided to the customer as to the source of the issue.
- Non compliance with warranty terms - this includes the maintenance on your system in compliance with manufacturers recommendations; use of below grade EN Plus A1 pellets or equivalent standard for other fuels

Multiple callouts are often a sign of a more deep-rooted issue with the equipment or your installation, for which you should contact your installer.

If the callout falls into any of the above categories the callout will be charged at the standard callout rate of £0.45/mile; £20/hr travel and £30/hr on site. If the callout is the result of a Greenio engineers negligence, the callout will be free of charge.

Avoid unnecessary costs: you can get free advice on the problem prior to us attending the site, by calling our office line 0800 810 0565.

Part 3: Terms and Conditions of a Sale or Provision of Goods or Services

Applying to:

Sale of parts; new installations where goods are sold by Greenio Ltd; sale and provision of upgrades or additional extras to an installation

General

1. These Terms and Conditions shall apply to sales of Goods and Services by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.

2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

Price and Payment

1. The price shall be the Recommended Retail Price less any agreed discount, unless otherwise agreed in writing between the parties. The price is exclusive of VAT or any other applicable costs unless otherwise stated.

2. Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.

3. Where credit is offered payment of the price and VAT and any other applicable costs shall be due within a maximum of 28 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.

4. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 4 per cent per annum above the base rate of Barclays Bank PLC.

5. For agreements/contracts entered into for extended terms of payment (i.e. service and maintenance contracts; installation monitoring and management contracts), where services are provided and the contract is cancelled prior to the End Date of the term of agreement, the Buyer shall be liable for all services provided within the period following the Start Date of the agreement/contract to the cancellation date. This must be paid within a maximum of 14 days from cancellation of the agreement/contract or relating payments. This will be paid to the full value of the services in line with Greenio Ltd standard prices at the date of cancellation.

6. If payment of the price or any part thereof is not made by the due date (for Sales this is stated in the Payment Terms on the presentation and/or Purchase Order and/or invoice), the Seller shall be entitled to:

1. Require payment in advance of delivery in relation to any Goods not previously delivered;

2. Refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

3. Access to site for Recovery of Goods (supplied by Greenio Ltd or any of our subcontractors) from site amounting to the value of the outstanding payment

7. If proof of funds for supply of Goods/Services cannot be provided upon request, a Guarantor may be requested. It is the responsibility of the Buyer to meet at least one of these requirements prior to any purchase, if requested.

Description

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

Examples & Samples

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

Delivery

1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

2. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such

times as delivery may be affected and the Buyer shall be liable for any expense associated with such storage.

3. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller prior to signed receipt to enable replacement or refund.

Risk

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

Health and Safety equipment and PPE relating to the job will be carried by the Greenio Ltd representative. The representative will comply to all Health and Safety instructions for the site. It is the responsibility of the Buyer to supply any site-specific Health and Safety equipment.

Title

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

Supply of Parts and Components

Greenio Ltd does not supply parts free of charge under any contract unless otherwise explicitly specified. If parts are in need of replacement, prior notification will be given to the customer before these are replaced, and will only be replaced with approval of any additional costs by the customer. If approval is not given and the Service or repair cannot be completed as a result of this, this still counts as a callout and will be used as a callout under the relevant package, or charged at the standard rate if no callouts remain under the contract.

Return of Unused Goods

1. All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required or sold by the Buyer, unless otherwise agreed, in which case the following terms apply.

2. Any returns must be authorised by a representative of the Seller before any credit will be given.

3. Where the Seller agrees to accept the return of goods that are not damaged the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. It is advised the Buyer uses tracking to ensure the items can be accounted for if lost in transit. The Seller will not be obliged to accept any goods that are damaged in any way. The Seller will only accept returns that appear in the Sellers current Publication List.

4. Credit of amounts due or paid in will only be given for goods that are in saleable condition.

Warranties on Parts

Greenio Ltd is not a manufacturer of Goods, and as such each part supplied will have an associated manufacturer with varying warranties on these Goods. Warranties supplied by Greenio Ltd will only be offered in accordance with the manufacturers warranties.

Limitation of Liability

1. The Seller shall not be liable for any all loss or damage suffered by the Buyer in excess of the contract price.

2. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

3. Any public liability issues will be addressed through AXA Insurance UK PLC covering up to £5,000,000 in any one event.

Intellectual Property Rights

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and

the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

Relationship of Parties

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

Subcontractors

Greenio Ltd is within their rights to use subcontractors at any time where required to complete a Contract, though the Contract will remain between the Buyer and the Seller. Where subcontractors fail in their provision of Goods or Services, the Seller will remain responsible for provision of the Goods and Services, with an allowance of the original Contract period of time to rectify the issues, however they will endeavour to fulfil these responsibilities in line with the original timescale of the Contract.

All works relating to the Contract including Variation Orders and additional works on the site must be contracted through Greenio Ltd, or with written permission of Greenio Ltd the Subcontractors may be approached directly for additional works.

Variation Orders

A Variation Order is required wherever additional Works or changes to Works under a Contract are required. These must be stated and costs agreed via formal document or otherwise stated prior to any beginning of Works.

Buyer Supply of Goods or Services

On occasions, the Buyer will choose to supply Goods or Services as part of the Contract or Service. Under this scenario, the buyer retains responsibility of the equipment or Works for the full duration of the Contract, and all subsequent warranties or faults arising from the provision of these Services or Goods.

Confidentiality

The Buyer is bound to confidentiality of the Contract, and will not divulge the details of the agreement to any of the subcontractors. Documents relating to the Works and Services

remain the property of Greenio Ltd, and as such must not be passed on to any third party Service or Goods provider.

Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

Severability

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

Either party shall be entitled to terminate by notice in writing to the other in the event that the other shall:-

- be in material or persistent breach of any of the terms;
- fail to remedy any breach capable of remedy within 14 days after a written request from the other specifying the breach and the steps required to remedy it; or
- become insolvent or enter into any form of insolvency process.

Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

This document contains the entire agreement between the parties relating to the services save for fraud or willful misstatement. The client confirms that in entering into this contract it has not relied on any warranty or representation of the Installer not expressly provided for in this document.

I have read and understand this agreement, and I accept and agree to all of its terms and conditions. I have provided all relevant history relating to the installation where necessary.

Signed:

Print Name:

Date:

Contact Phone Number(s) <i>(this will not be passed to any 3^d parties)</i>	Mobile
	Landline
Email <i>(this will not be passed to any 3^d parties)</i>	
Installation Address <i>(this will not be passed to any 3^d parties)</i>	
Invoicing Address <i>(this will not be passed to any 3^d parties)</i>	
Installation Manufacturer & Model	Manufacturer: _____ Model: _____
Installation Serial Number(s) (if applicable)	

Please note: All Installation commissioning certificates must be returned in order to qualify for warranty related services.