

## 1. Introduction and Interpretation

In these terms and conditions 'we' means EvoEnergy Ltd and references to 'us' and 'our' are construed accordingly. 'You' means 'the Client' named in the Proposal and references to 'your' are to be construed accordingly.

### 1.1 Other definitions used are as follows:

- (a) 'the Proposal' means the proposal to which these conditions are attached; and all other prior proposals do not form part of the contract.
- (b) 'the Contract' means the agreement made between the Client and EvoEnergy for the supply of Goods and Services in accordance with these terms.
- (c) 'the Client' means the individual or the organisation to whom the Proposal is addressed
- (d) 'the Services' means the subject of the Proposal; including the documents issued by EvoEnergy defining the scope of works and Goods to be provided and the Price payable for the services.
- (e) 'Goods' means all items supplied as part of the Service
- (f) 'Price' means the price specified in the Proposal or subsequently agreed between the parties
- (g) 'Event Outside Our Control' means a Force Majeure event.
- (h) 'Order' Your order for the Goods and Services as set out in your written acceptance of Our Proposal or set in the Client's purchase order form received via email or post.
- (i) 'Terms' the terms and conditions set out in this document.

### 1.2 The following provisions will apply to the interpretation and construction of this agreement.

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes e-mails but not faxes

These Terms shall apply to the Contract for the Services described in our Proposal to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under any quotation, form, invoice, order or other similar document. Any variation to these Terms (including any special terms and conditions agreed between the parties) shall be of no effect unless agreed by us in writing by a suitable person (director grade).

## 2. Price and Payment

2.1 The Price shall be as stated in the Contract. All figures exclude VAT unless otherwise stated.

2.2 Our payment terms are 7 days from date of our invoice which will be raised on project commencement and each anniversary date thereafter until the end of the term. On amounts due but not paid we reserve the right to charge interest at the statutory rate or 8% above the Bank of England Base rate applicable at the time the payment was due whichever is the higher. All Goods supplied remain Our property until the Price is fully paid without any deduction.

2.3 Should You have a bona fide dispute in respect of the whole or any part of any invoice then You shall notify Us of the nature of such dispute in writing within 7 days of receipt of the invoice giving all relevant details. If You notify Us that You dispute the whole or any part of sums payable under any invoice in accordance with this Clause, You shall be entitled to withhold payment of the disputed amount. The parties shall cooperate in good faith to resolve the dispute over the invoice as amicably and promptly as possible.

## 3. The Services and Scope of Works

3.1 The Services to be provided by us are defined in the Proposal. In some cases we will require additional payments prior to delivery of equipment to site. We will make you aware when this is the case and the payment terms will be adjusted accordingly following agreement between the parties.

3.2 All Services will conform to the agreed scope of works where possible and shall be performed with reasonable skill, care and diligence in accordance with accepted professional standards of a competent contractor.

3.3 Any additional site visits requested by You that have not been agreed within the scope of works in the original Proposal will be subject to the rates in your Proposal or if not defined, at an additional £995/day fee per person. A day constitutes a minimum of (1) hour on site.

3.4 You are obliged to offer a practical and comfortable working environment. This includes but is not limited to provision of water, washing facilities and toilets; use of electricity supply; adequate storage space and ease of access to working areas.

## 4. Indemnity and Insurance

4.1 You shall hold and keep us fully indemnified from and against all actions, costs, claims, demands, and liability whatsoever in respect of any injury or damage to persons or property due to or arising out of the performance of the Services detailed in our Proposal or any breach by You of these Terms or any terms or obligations implied by law or any other relevant statutory provision as may be in force from time to time. You shall at all times have sufficient insurances in place and provide written evidence to us upon request.

## 5. Communication Devices

5.1 Goods that we install may interface with the Client owned equipment such as computers or mobile devices. We are not responsible for compatibility between Your equipment and the Goods installed.

5.2 We will attempt to connect any of the Goods that require protocols such as a Bluetooth, Zigbee or IP or similar connection to operate ("the Communication Devices") as part of our standard installation process.

5.3 Where there are issues with the connection on any Communications Devices due to the distance of the connection or the construction of Your property, we may provide software support in relation to any of the Bluetooth Devices, but are under no obligation to do so.

## 6. Our liability to You

6.1 We will make good any damage to Your property caused by Us in the course of the Installation. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover in the course of service by Us.

6.2 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;  
breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (c) and defective products under the Consumer Protection Act 1987

## 7. Events outside our control

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ('a Force Majeure Event').

7.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (a) unavailability of the Goods or equipment necessary for Installation from Our suppliers
- (b) strikes, lock-outs or other industrial action;
- (c) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (d) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (e) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (f) impossibility of the use of public or private telecommunications networks;
- (g) the acts, decrees, legislation, regulations or restrictions of any government.

- (h) pandemic or epidemic.
- (i) weather conditions that in Our reasonable opinion will make the Installation unsafe

7.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and We will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

7.4 If the execution of the Services or any part thereof at a Site is prevented for a continuous period of one hundred and eighty (180 days) by reason of Force Majeure Event, then either party may give notice to the other party to exclude the Site from this Contract.

## 8. Notices and communications

8.1 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing (for example, to cancel the Contract), You can send this to Us by e-mail at [orm@evoenergy.co.uk](mailto:orm@evoenergy.co.uk) or by hand or by pre-paid post to EvoEnergy at 27 Eldon Business Park, Nottingham, Nottinghamshire NG9 6DZ. A confirmatory acknowledgement of Your communications will be effective receipt of notice from You. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will similarly give You notice in writing by e-mail, by hand or by pre-paid post to the address You provide to Us in the Order.

## 9. General

9.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

9.2 If We fail, at any time while these Terms are in force, to insist that You perform any of Your obligations under these Terms, or if We do not exercise any of our rights or remedies under these Terms, that will not mean that We have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If We do waive a default by You, that will not mean that We will automatically waive any subsequent default by You. No waiver by Us of any of these Terms shall be effective unless We expressly say that it is a waiver and We tell You so in writing.

9.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999 except as set out in clause 9.1.

9.4 These Terms shall be governed by English law and We both agree to the non-exclusive jurisdiction of the English courts.

## 10. Termination

10.1 Either party shall be entitled to terminate the Contract immediately where: the other party becomes insolvent or bankrupt or goes into liquidation, receivership or administration or is wound up or enters into a composition or arrangement with its creditors or takes or suffers any similar or analogous action in any jurisdiction.

10.2 We shall be entitled to terminate the Contract on its anniversary where undisputed invoices remain unpaid against terms for more than 60 days after You receive the invoice.