



**TERMS AND CONDITIONS –
DOMESTIC SALES (WITH INSTALLATION SERVICES)**

These terms and conditions apply to consumers only. A consumer is an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession. All sales to non-consumers will be made pursuant to our business terms and conditions. If you are not a consumer and have been provided with these terms and conditions please request a copy of our business terms and conditions.

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITIONS 9, 10, 11 AND 12. CONDITIONS 11 AND 12 EXPLAIN HOW YOU CAN END YOU CONTRACT WITH US.

1. Interpretation

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| <p>1.1. The definitions and rules of interpretation in this condition apply in these conditions.</p> <p>Contract Any contract between Tresco Limited and You for the sale and purchase of the Goods and/or Services, incorporating these terms and conditions.</p> <p>Delivery Point The place where delivery of the Goods is to take place under condition 4.</p> <p>Goods Any goods agreed in the Contract to be supplied to You by Us (including any part or parts of them).</p> <p>Services If applicable, the installation services which are provided by Us to You in relation to the Goods as detailed on the quotation or estimate or project plan.</p> <p>Us or Our or We Tresco Limited.</p> <p>You or Your Means the person, who purchases the Goods from Tresco Limited as detailed in the quotation and/or estimate or project plan.</p> | <p>1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.</p> <p>1.3. Words in the singular include the plural and in the plural include the singular.</p> <p>1.4. A reference to one gender includes a reference to the other gender.</p> | <p>1.5. Condition headings do not affect the interpretation of these conditions.</p> <p>2. How the Contract is formed between You and Us</p> <p>2.1. Subject to any variation under condition 15, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which You purport to apply under any purchase order, confirmation of order, specification or other document).</p> <p>2.2. No terms or conditions endorsed on, delivered with or contained in Your purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.</p> <p>2.3. Your order or acceptance of the quotation or estimate or project plan shall be deemed to be an offer by You to buy Goods and/or Services subject to these terms and conditions.</p> <p>2.4. Any quotation or estimate or project plan is given on the basis that no Contract shall come into existence until We despatch an acknowledgement of order to You. Any quotation or estimate is valid for a period of 30 days only from its date, provided that We have not previously withdrawn it.</p> <p>2.5. You must obtain and maintain all necessary licences and consents and comply with all relevant legislation insofar as such licences, consents and legislation relate to your use of the Goods and receipt of the Services.</p> |
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3. The Goods

- 3.1. The quantity and description of the Goods shall be as set out in Our quotation or estimate or acknowledgement of order or project plan.
- 3.2. All samples, drawings, descriptive matter, specifications and advertising issued by Us and any descriptions or illustrations contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. When will the Goods be delivered?

- 4.1. Unless otherwise agreed in writing by Us, delivery of the Goods shall take place at the premises detailed on Our quotation or estimate or project plan.
- 4.2. Any dates specified by Us for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.3. Where We deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.4. We will make every effort to complete the work by the time agreed with you. You must appreciate, however, that sometimes delays may occur for reasons beyond our control, especially when third parties are involved in installing other, related works. We cannot be held responsible for those delays. If such delays occur we will complete the work as soon as possible.

Consequence of delay caused by us

- 4.5. You will be entitled to compensation if we cause significant or unreasonable delay due to factors within our control.
 - 4.5.1 In the case of major delays to the delivery of goods or installation then you may be offered different products of equivalent specification, value and quality.
 - 4.5.2 In the case of major delays to the delivery of goods then you will be entitled to cancel the contract as detailed in section 11.2 of this Contract.

Consequences of delay caused by you

- 4.6. We will seek to accommodate small delays without recourse to compensation.
- 4.7. If the work is delayed or lasts longer than expected for any reason within your control, we will adjust the price accordingly, as shown in section 7.10.3 of this Contract.

5. Risk and title

- 5.1. 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 the goods are stored by us then we must keep those goods 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.
- 5.2. Goods belonging to us may be delivered to the site. If the contract is terminated early for reasons detailed in section 11.2 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.
- 5.3. If the Contract is terminated early for reasons detailed under section 13.1 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.

- 5.4. Until ownership of the goods passes to you, you must:
 - 5.4.1. store the goods separately in such a way that they remain readily identifiable as our property;
 - 5.4.2. not destroy, deface or obscure any identifying mark or packaging on or relating to the goods;
 - 5.4.3. maintain the goods in a satisfactory condition.

6. Price of the Goods and Services

- 6.1. Unless otherwise agreed by Us in writing, the price for the Goods shall be the price set out in the quotation or estimate.
- 6.2. The price for the Goods shall be exclusive of any value added tax which You shall pay in addition when it is due to pay for the Goods.
- 6.3. The Price for Goods shall include all costs relating to packaging, loading, unloading, carriage and insurance.
- 6.4. The price for the Services (if being provided) shall be set out in the quotation or estimate.
- 6.5. Any extra orders that are not stated on the quotation or estimate will need to be paid in full before delivery of goods.
- 6.6. Handling equipment will need to be arranged by the Buyer to assist with the placement of the Goods.
- 6.7. Additional equipment such as scaffolding will be charged in addition to the Services.
- 7. Payment**
- 7.1. Subject to condition 7.6, We shall invoice You in accordance with the payment terms as set out on the quotation/estimate or project plan (together with VAT where appropriate). The charges are only valid for 30 days from the date on the quotation or estimate or project plan.
- 7.2. You shall pay each invoice submitted to You by Us, in full and in cleared funds in accordance with the payment terms set out on the quotation/estimate or project plan. Time for payment shall be of the essence.
- 7.3. No payment shall be deemed to have been received until We have received cleared funds.
- 7.4. You shall pay each instalment due, in full and in cleared funds, to a bank account nominated in writing by Us on the due date.
- 7.5. We also accept payment by cheque, debit cards, credit cards or BACS transfers. We are unable to accept AMEX. Credit cards will incur 2% surcharge.
- 7.6. All payments payable to Us under the Contract shall become due immediately on its termination despite any other provision.
- 7.7. You will not be entitled due to any alleged minor defect to withhold more than a proportionate amount of the outstanding balance. If you do withhold any amount after the due date because of any alleged minor defect you must give us notice before the final date on which payment is due. In that notice you must also state the reasons you are withholding the payment.
- 7.8. If You fail to pay Us any sum due pursuant to this Contract, You shall be liable to pay interest to Us on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.
- 7.9. If You fail to pay on the due dates detailed in the quotation or estimate or project plan we may suspend any further deliveries or services until payment is made. You will have no right of set off.
- 7.10. We may increase our charges if You:
- 7.10.1. change your instructions; this also includes changing the date of delivery of the boiler – the charges may include all loss costs:- for example the wasted labour, materials, loss of profits, damages, charges and expenses as a result of the temporary cancellation/change of date.
- 7.10.2. fail to give instructions when requested; and/or
- 7.10.3. the necessity for extra work, parts or materials becomes apparent after the quotation or estimate or project plan has been given. If the increased costs exceed 10 per cent a further estimate or quotation will be submitted to You and no further work shall be carried out or parts purchased without Your consent. We will then adjust the price:
- 7.10.3.1. by written agreement (email is suitable) beforehand, if possible; or if not then
- 7.10.3.2. by later written agreement (email is suitable); or if not then
- 7.10.3.3. by referring to any priced documents, if this applies; or if not then
- 7.11. by a reasonable amount for the work done or goods supplied. All sums payable to Us by You shall become due immediately on termination of this Contract, despite any other provision. This condition 7.11 is without prejudice to any right to claim for

interest under the law, or any such right under this agreement.

8. Quality of Services

THE TERMS IN THIS CONDITION 8 ONLY APPLY WHERE WE HAVE INSTALLED YOUR PRODUCT

8.1. We will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards.

8.2. We will for 2 years after installation has been completed maintain, in force, with a reputable insurance company:

8.2.1. professional indemnity insurance in the amount of not less than **£2 million**

8.2.2. public liability insurance in the amount of not less than **£5 million**

8.2.3. product liability insurance in the amount of not less than **£5 million** and

8.2.4. employers liability insurance in the amount of not less than **£10 million**.

8.3. You shall provide, for Us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to Your premises to carry out the Services.

9. Warranty

THESE TERMS AND CONDITIONS AND THE WARRANTY TERMS CONTAINED IN THEM DO NOT AFFECT THE STATUTORY RIGHTS OF A CONSUMER REGARDING FAULTY OR MISDESCRIBED PRODUCTS OR SERVICES OR ANY FAILURE BY US IN THE SUPPLY OF GOODS OR THE UNDERTAKING OF WORK.

Where We have installed the Goods

9.1. Subject to You complying with the remainder of these terms and conditions as well as those of the manufacturers of the Goods, the warranty starts when the Goods have been delivered to You, and lasts for the period offered by the manufacturers. Labour warranty lasts for a period of one (1) year from the date of commissioning (the "Warranty Period").

9.2. If the commissioning of the boiler is delayed for whatever reason then upon commissioning the warranty period will be

taken as a period from the date of installation of the boiler.

Where You or Your installer installed the Goods

9.3. Subject to You complying with the remainder of these terms and conditions, the warranty starts when the Goods have been delivered to You and lasts for the period offered by the manufacturers (the "Warranty Period").

How to validate the warranty

9.4. We must receive the signed warranty card ("**Warranty Card**") which you will receive after commissioning or on delivery of Goods (as the case may be) within sixty (60) days of the date of installation of the Goods (the "**Deadline**").

9.5. You must return the signature portion of the Warranty Card to us at the following address: Treco, Pyramid House, 1 Tiverton Way, Tiverton, Devon EX16 6TG.

9.6. It is your responsibility to ensure that we receive the Warranty Card by or before the Deadline. We will not acknowledge receipt of the Warranty Card. We accept no liability under this warranty if you do not return the Warranty Card by the Deadline.

What to do if you have a claim

9.7. You must notify Us immediately of any alleged defect as soon as it becomes apparent and in any event not later than 2 years after delivery of the Goods or installation of the Goods (as the case may be).

9.8. In the event of a claim under warranty occurring during the Warranty Period, You must notify Us by writing to: Treco, Pyramid House, 1 Tiverton Way, Tiverton, Devon, EX16 6TG or telephoning us on 01884 250790 within the Warranty Period.

9.9. We will make arrangements with You for one of Our team to come out and evaluate the defect. This will be at your cost if the defect falls outside the terms of the warranty.

9.10. You must retain the Goods at Your premises unless requested by Us to return them to Us.

What the Warranty covers where We have installed the Goods

9.11. If the evaluation reveals a defect in the Goods or workmanship, We will, at Our discretion:

- 9.11.1. repair the faulty portion of the Goods; or
 - 9.11.2. replace the faulty portion of the Goods
- free of charge at Your address or at Our own address
- 9.12. We will make good any defective workmanship for a period of 1 year after the completion of the commissioning has been completed provided that notification of the defective workmanship is notified within the said 1 year period.
- 9.13. Should a part no longer be available, it will be replaced with a part that most closely matches it.
- 9.14. If We so request, You shall, at Our expense, return the Goods or the part of such Goods which is defective to Us. This will be at your expense if the defect falls outside the terms of the warranty.

What the Warranty covers where You or Your installer have installed the Goods

- 9.15. If the evaluation establishes that the defect is due to the installation of the Goods rather than a defect in the Goods, We will not have any further liability or responsibility to You.
- 9.16. If the evaluation reveals a defect in the Goods, We will, at Our option:
- 9.16.1. repair the faulty portion of the Goods; or
 - 9.16.2. replace the faulty portion of the Goods;
- free of charge at Your address or at Our own address
- 9.17. Should a part no longer be available, it will be replaced with a part that most closely matches it.
- 9.18. If We so request, You shall, at Our expense, return the Goods or the part of such Goods which is defective to Us. This will be at your expense if the defect falls outside the terms of the warranty.

What We are not liable for:

- 9.19. We shall **not** be liable for a breach of any of the warranties in conditions 9.11 and 9.16 for:

- 9.19.1. damage caused by accident, abuse, misuse or misapplication; or
- 9.19.2. incorrect fuel types being used with the Goods;
- 9.19.3. accident or negligence in use or storage; or
- 9.19.4. fair wear and tear, neglect or misuse of the Goods; or
- 9.19.5. loss or damage due to fire, smoke, water, lightning, sunlight, weather, theft or explosion; or
- 9.19.6. damage caused during the installation process where You or Your Installer have installed the Goods; or
- 9.19.7. damage caused because you have not used, operated, maintained, inspected or repaired the Goods in accordance with:
 - 9.19.7.1. good and diligent operating and maintenance procedures (including, but not limited to servicing not less than annually or every 2,500 hours (whichever is earlier) and sweeping of the flue annually);
 - 9.19.7.2. our recommendations and all instructions provided in the most current manual relating to the Goods; and
 - 9.19.7.3. and/or any other recommendations we provide; or
- 9.19.8. You or Your Installer have not fully complied with the pre-commissioning checklist provided with the instructions and/or manual;
- 9.19.9. You or Your Installer have not fully complied with the manual when installing the Goods;
- 9.19.10. loss or damage caused by a third party; or
- 9.19.11. any other loss or damage which is not caused by a defect in materials or workmanship; or

- 9.19.12. You alter or repair the Goods without the written consent of Us; or
- 9.19.13. there is minor cosmetic damage during transport (scratches, dents, etc.); or
- 9.19.14. defects caused by insufficiency or unsuitability of the flue, wiring, water, power or drainage systems, or damage arising from environmental conditions due to climate, etc; or
- 9.19.15. damage caused by carelessness, negligence, tampering, misuse, or repairs made by unauthorised personnel; or
- 9.19.16. damage to parts made of ceramic, glass, brass, wood, handles, grips, gaskets, external pipes and any other fittings; or
- 9.19.17. damage to parts treated in galvanising bath, painted parts subject to wear and tear from fire; or
- 9.19.18. deformities associated with the natural and physical features of the materials used (any tile discolouring); or
- 9.19.19. anything that may be considered to be normal deterioration through use.
- 9.20. In addition, where You have installed the Goods, We shall not be liable if You or Your installer fails to comply with any of the manufacturer's operating instructions or fails to comply with any operating instructions or notices or information provided by Us We will **not** have any further liability or responsibility to You.
- 9.21. If We comply with conditions 9.12 and 9.17 We shall have no further liability for a breach of any of the warranties in respect of such Goods.
- 9.22. We will charge for technical assistance for work not under guarantee which will include the fixed call-out charge, costs of labour and materials required for repair according to the current spares price list.
- 9.23. Any Goods replaced shall belong to Us and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 2 year period.
- 10. Our Liability**
- 10.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with this Contract, 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. 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 sales process.
- 10.2. We shall not be liable:
- 10.2.1. for losses that were not foreseeable to either Us or You at the time this Contract was formed;
- 10.2.2. for losses that were not caused by any breach on the part of Us;
- 10.2.3. for business losses, the Goods are supplied for domestic and private use. If you use the Goods 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.;
- 10.2.4. losses to non-customers; or
- 10.2.5. if You have applied for grant or loan funding to cover all or part of the Goods and/or Services and the grant or loan funding application is unsuccessful; or
- 10.2.6. You or Your installer purchased or ordered the wrong Goods.
- 10.2.7. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services pursuant to the Contract shall be limited to the Contract Price for the Services.
- 10.3. Nothing in these conditions excludes or limits the liability of Us:
- 10.3.1. for death or personal injury caused by Our negligence; or
- 10.3.2. for any matter which it would be illegal for Us to exclude or attempt to exclude its liability;
- 10.3.3. under Section 2(3) of the Consumer Protection Act 1987; or
- 10.3.4. for fraud or fraudulent misrepresentation.

11. Termination of this Contract

reasons, in each case for a period of more than 30 days; or

Your rights

11.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

11.2.5. you have a legal right to end the contract because of something we have done wrong.

11.1.1. **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back),

11.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most Goods you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

11.1.2. **If you want to end the contract because of something we have done or have told you we are going to do, see clause 11.2;**

11.4. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

11.1.3. **If you have just changed your mind about the product, see clause 11.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

11.4.1. Bespoke or specialty Goods that have been adapted, tailored or are made to the consumer's specifications or are clearly personalized; and

11.1.4. **In all other cases (if we are not at fault and there is no right to change your mind), see clause 11.6.**

11.4.2. underground pipe, buffer tanks, heat interface units, flue and fittings; and

11.4.3. any Goods which become mixed inseparably with other items after their delivery.

11.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 11.2.1 to 11.2.5 below the contract will end immediately and we will refund you in full for any Goods which have not been provided and you may also be entitled to compensation. The reasons are:

11.5. **How long do I have to change my mind?** In respect of Goods purchased you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**

11.2.1. we have told you about an upcoming change to the Goods or these terms which you do not agree to;

11.5.1. Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

11.2.2. we have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;

11.5.2. Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

11.2.3. there is a risk that supply of the Goods may be significantly delayed because of events outside our control;

11.5.3. In relation to the Services, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

11.2.4. we have suspended supply of the Goods for technical reasons, or notify you we are going to suspend them for technical

- 11.6. **Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract (see clause 11.1), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for Goods and Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. We have a right to retain all or part of your deposit and further advance payment, if made, as a contribution.
12. **How to end the contract with us (including if you have changed your mind)**
- 12.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 12.1.1. **Phone or email.** Call customer services on 01884 250790 or email us at hello@treco.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 12.1.2. **By post.** Write to us at Treco, Pyramid House, 1 Tiverton Way, Tiverton EX16 6TG. Please provide your name, home address, details of the order and, where available, your phone number and email address. Alternatively, you may end the contract by filling out the attached form and returning it to us.
- 12.2. **Returning Goods after ending the contract.**
- If you end the contract for any reason after Goods have been dispatched to you or you have received them, you must return them to us. You must either return the Goods in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01884 250790 or email us at hello@treco.co.uk. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 12.3. **When we will pay the costs of return.** We will pay the costs of return:
- 12.3.1. if the Goods are faulty or misdescribed; or
- 12.3.2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 12.4. **How we will refund you.** We will refund you the price you paid for the Goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 12.5. **Deductions from refunds.** If you are exercising your right to change your mind:
- 12.5.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in an unacceptable way. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 12.5.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 12.6. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then if we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us.
13. **Termination of this Contract**
- Our rights**
- 13.1. If you are in serious breach of your obligations as set out in this Contract and you fail to remedy that breach within 14 days

- of receiving written notice from us about that breach, then we have a right to cancel the contract.
- 13.2. If we suffer a loss as a result of your breach of contract, we must 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.
- 13.3. On termination of the Contract (however arising) the following conditions shall survive and continue in full force and effect:
- 13.3.1. condition 5;
- 13.3.2. condition 6;
- 13.3.3. condition 7;
- 13.3.4. condition 9;
- 13.3.5. condition 10;
- 13.3.6. condition 11; and
- 13.3.7. condition 24
- 14. Events outside our control**
- 14.1. A party, provided that it has complied with the provisions of condition 14.2, shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract (and, subject to condition 14.3, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following:
- 14.1.1. acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- 14.1.2. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- 14.1.3. terrorist attack, civil war, civil commotion or riots;
- 14.1.4. nuclear, chemical or biological contamination or sonic boom;
- 14.1.5. voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- 14.1.6. fire, explosion or accidental damage;
- 14.1.7. loss at sea;
- 14.1.8. extreme adverse weather conditions;
- 14.1.9. collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- 14.1.10. any labour dispute, including but not limited to strikes, industrial action or lockouts;
- 14.1.11. interruption or failure of utility service, including but not limited to electric power, gas or water.
- 14.2. Any party that is subject to a Force Majeure Event shall not be in breach of the Contract provided that:
- 14.2.1. it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 14.2.2. it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 14.3. If the Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate the Contract by giving 20 days' written notice to the other party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.
- 15. Variation**
- No variation of this Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 16. CDM Regulations**
- 16.1 Depending upon the nature and extent of the Services, the Construction (Design and Management) Regulations 2015 (the "CDM

Regulations") may apply. As such, You shall confirm:

16.1.1 whether You are classified as a 'domestic client' under the CDM Regulations. If You are not classified as a 'domestic client' under the CDM Regulations You will be deemed to be the 'principal designer' and the 'principal contractor' under the CDM Regulations until You advise Us otherwise in writing.

16.1.2 whether You have appointed a 'principal designer' and/or a 'principal contractor' and if so, You shall notify Us in writing with the details of the appointee(s) and shall ensure that they carry out their duties under the CDM Regulations.

16.1.3 if You Wish to appoint Us as the 'principal designer' and/or the 'principal contractor'. We must receive any such notification in writing prior to any Services being performed.

16.2 We and You undertake to the other that in relation to the Services, it is aware of its duties under the CDM Regulations

17. Waiver

17.1. Failure to exercise, or any delay in exercising, any right or remedy provided under the Contract or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

17.2. No single or partial exercise of any right or remedy provided under the Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

17.3. A waiver (which may be given subject to conditions) of any right or remedy provided under the Contract or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

17.4. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18. Severance

18.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. Transfer of rights and obligations

19.1. The benefit of the Warranty (clause 9) shall be exercisable by Treco's customer or, in cases when the property to which a system has been installed is sold within the warranty period, to the new legal owner of the property. It may not be transferred to or exercised by any third party.

19.2. In the case of a change of ownership of the property to which a system has been installed, any regular servicing arrangements must be transferable to the new owner.

19.3. If the terms of the warranty are breached i.e. non-servicing then the warranty is void.

20. No partnership or agency

Nothing in this Contract is intended to, or shall operate to, create a partnership between Us and You, or to authorise either of us to act as agent for each other, and neither of us shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Rights of third parties

A person who is not a party to this Contract shall not have any rights under or in connection with it.

22. How to contact Us

You can contact us by telephoning our customer service team at 01884 250790 or by writing to us at Treco, Pyramid House, 1 Tiverton Way, Tiverton EX16 6TG or by email at: hello@treco.co.uk

23. Dispute Resolution

- 23.1. If at any time a dispute arises between you and us which cannot be resolved amicably then both you and we can refer the matter to conciliation. We must agree to conciliation if that is your wish.
- 23.2. After considering all the evidence, either in writing, or in a face-to-face mediation, the expert will make recommendations for resolving the issue. Neither party will be bound by these recommendations, though both are strongly encouraged to accept them in the interests of resolving the dispute speedily and effectively.
- 23.3. If the conciliators recommendations are not acceptable for any reason, you can refer the matter to the independent arbitration service and we must agree to arbitration if that is your wish. If we would like to seek arbitration then we must seek your permission first.
- 23.4. The outcome of the arbitration process will not be legally-binding and enforceable. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.

24. Governing law and jurisdiction

- 24.1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 24.2. Subject to clause 24.3, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 24.3. Customers in Scotland shall be entitled to take proceedings against Us in the courts of Scotland. We shall be entitled to take proceedings against Customers in Scotland and in any other court of competent jurisdiction.

25. Complaints

Customers with complaints regarding the Goods or Services should contact Treco Limited at Pyramid House, 1 Tiverton Way, Tiverton, Devon EX16 6TG.



Signed by Dale Roberts
For and on behalf of
Tresco Limited

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Signed by

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Print name

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For and on behalf of
Date

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PLEASE READ THE ATTACHED TERMS AND CONDITIONS WHICH GOVERN THE RELATIONSHIP BETWEEN TESCO LIMITED AND YOU, THE CUSTOMER. BY SIGNING AND RETURNING THE LETTER OF AGREEMENT YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.