

**ECOLIVING ANNUAL SERVICE AGREEMENT**

Please refer to the Terms & Conditions for the Annual Service Agreement below and complete and return this page and, where appropriate, the Direct Debit Instruction that follows.

		<i>Please tick as appropriate ✓</i>	
<b>Biomass (up to 45kW)</b>	1 Annual Visit	Annually £396 <input type="checkbox"/>	Monthly £33.00 <input type="checkbox"/>
<b>Biomass (50kW &amp; Over)</b>	Every 2,500 running hours / Annually	Annually £600 <input type="checkbox"/>	Monthly £50.00 <input type="checkbox"/>
<b>Heat Pump (Up to 45kW)</b>	1 Annual Visit	Annually £300 <input type="checkbox"/>	Monthly £25.00 <input type="checkbox"/>
<b>Solar Thermal</b>	Up to 4 Panels	Annually £240 <input type="checkbox"/>	Monthly £20.00 <input type="checkbox"/>
	As additional technology	Annually £120 <input type="checkbox"/>	Monthly £10.00 <input type="checkbox"/>
<b>Multiple Units</b>	Per additional unit	Annually £120 <input type="checkbox"/>	Monthly £10.00 <input type="checkbox"/>

e.g. 35kW Biomass with Solar Thermal system £516 annually, or £43 per month.  
 e.g. 2 x 12kW heat pump system £420 annually, or £35 per month.

All prices include VAT. Systems must be in good working order upon commencement of this agreement. If, on the first visit, the system is found not working or deemed by Ecoliving unsuitable, we will refund the service charge paid less costs incurred for the visit. (See Clause 2.7 of the Terms & Conditions below)

**Excludes:** 1. Checks of ancillary heating items e.g. gas or oil boilers. 2. Checks of heating and hot water distribution system and associated equipment e.g. manifolds and circulation pumps. 3. Cleaning of flue / chimney. 4. Cleaning of ventilation ducting. 5. Collector system outwith plant room (ducting or ground and borehole collectors). 6. Defects caused by misuse, corrosion or other factors outwith the control of Ecoliving.

**We/I wish to take out the Ecoliving Annual Service Agreement (details and Terms below) and enclose a direct debit mandate (below) / request to be invoiced and pay by cheque.**

**We/I confirm that the system is in good working order and declare that the details in this form are true and complete to the best of my knowledge and belief.**

By signing below, the Customer confirms that they have read the attached Terms and Conditions of the Seller and agrees that they will be bound by all such Terms, to the exclusion of any Terms and Conditions of the Customer.

<b>Name:</b>																					
<b>Signature:</b>																<b>Date:</b>					
<b>Address:</b>																					
<b>Postcode:</b>																					
<b>Site Address (if different):</b>																					
<b>Postcode:</b>																					
<b>Tel No:</b>						<b>Mobile:</b>						<b>Email:</b>									

<b>System Make &amp; Model:</b>	<b>Serial No:</b>
<b>Installer:</b>	<b>Commissioning Date:</b>

## ECOLIVING ANNUAL SERVICE AGREEMENT

### TERMS AND CONDITIONS

#### 1. Definitions

- 1.1 Agreement – means these Terms and Conditions and the related Customer Agreement agreed between the parties which confirms the identity of the parties, Commencement Date and first Annual Fee.
- 1.2 Annual Fee - the fee for the provision of the Services.
- 1.3 Commencement Date – the date specified in the Customer Agreement.
- 1.4 Customer Agreement – the Customer Agreement between the Supplier and the Customer.
- 1.5 Initial Inspection – the inspection of the Unit to verify that it is in good working condition as further defined elsewhere in this Agreement.
- 1.6 Property – the [domestic] property owned by the Customer at which the Unit is located.
- 1.7 Services – the services to be provided by the Supplier.
- 1.8 Unit – the installed renewable energy system in respect of which Services may be provided under this Agreement.

#### 2. Basis of this Agreement

- 2.1 The Supplier agrees to supply the Services to the Customer at the Property and the Customer agrees to pay the Annual Fee in accordance with the terms of this Agreement.
- 2.2 This Agreement shall become binding on the Supplier only when (i) payment of the Annual Fee has been made and (ii) the Initial Inspection has been conducted and the time limit for serving notice of any existing defect at clause 2.7 has expired.
- 2.3 Subject to the Customer's right of cancellation at Clause 9.1, this Agreement shall become binding on the Customer when the Customer has signed the Customer Agreement and paid the Annual Fee.
- 2.4 This Agreement shall apply to the provision of the Services by the Supplier in connection with the Unit to the Customer to the exclusion of all other terms and conditions.
- 2.5 The Supplier may employ sub-contractors to carry out any part of its obligations under the Agreement but, in such an event, will make this clear to the Customer, giving details of the sub-contractor. This Agreement is for the sole and personal benefit of the Customer, who may not assign any benefits or obligations under this Agreement without the prior written consent of the Supplier.
- 2.6 The Supplier may vary the terms of this Agreement at any time by written notice to the Customer. Any variation of these terms and conditions shall be inapplicable unless agreed in writing by an authorised representative of the Supplier.
- 2.7 The Supplier will conduct an Initial Inspection of the Unit to verify that it is in good working condition at the outset unless the Customer has signed the declaration declaring the system to be in good working condition. There will be a charge for this inspection at the current service rate for that product. For systems commissioned by an approved engineer within the last 12 months, no inspection will be required. On identification of any existing faults outwith manufacturer's warranty at this stage, the Supplier may at its sole discretion by immediate notice in writing to the Customer served within 14 days of the Initial Inspection (i) cancel this Agreement, (ii) attach a condition on continued performance of this Agreement that the specified fault be corrected at the Customer's cost within an agreed timescale, provided that if the Customer instructs the Supplier to carry out such work, it may raise additional charges in respect of the parts and labour concerned, and provided that the Customer shall have the option to cancel this Agreement within 7 days of such notice, or (iii) exclude its obligations in relation to certain faults or facilities of the Unit, provided that the Customer shall have the option to cancel this Agreement within 7 days of such notice.
- 2.8 If either party terminates or cancels the Agreement in accordance with clause 2.7, any monies paid by the Customer up to that point shall be refunded.

#### 3. Customer's Responsibilities

- 3.1 The Customer will provide the Supplier as required with such information in relation to the Unit and such access to and services and facilities at the Property as the Supplier may reasonably require to perform the Services under this Agreement.
- 3.2 If the Supplier cannot gain access to carry out any Services at an agreed service appointment date, the Supplier will arrange another date and time. If, after two attempts, the Supplier still cannot gain access, it

may levy a fixed charge on the Customer of £100 and/or cancel this Agreement.

- 3.3 The Customer will take reasonable care of the Unit, will take reasonable precautions to prevent damage to it and will comply with any advice and instructions as to such facilities reasonably given to the Customer by the manufacturer of the Unit or the Supplier under this Agreement.
- 3.4 The Customer warrants that they own the Property at which the Services will take place and can commission the Services without the consent of any third party under any lease, agreement or other restriction or otherwise, including without limitation any landlord.

#### 4. Payment Provisions

- 4.1 The first Annual Fee shall be agreed between the parties before the Customer Agreement is signed.
- 4.2 The Annual Fee shall provide only for the Services. Where additional parts and labour are required, not within the Annual Fee, the Supplier will provide a written quote for these in advance.
- 4.3 The Supplier reserves the right to vary the Annual Fee and shall do so by notifying the Customer of the change in writing with 30 days' notice. Such variations shall take effect on the next anniversary of the Commencement Date. The Customer has the right to cancel within one month of receiving the notice of a change to the Annual Fee.
- 4.4 The Annual Fee shall be payable in advance at or before the Commencement Date and each anniversary of the Commencement Date.
- 4.5 If the Customer chooses instalment payment options offered by the Supplier, the Supplier will require the Customer to pay such instalments by an appropriate banker's standing order, direct debit or by a credit or charge account under continuous authority.
- 4.6 The Supplier shall be entitled to invoice any additional charges immediately following the provision of the goods and/or services concerned.
- 4.7 Invoices, if necessary, will be addressed to the Customer's address set out in this Agreement and will be payable within 7 days of the date of invoice.
- 4.8 Time for payment of any sum in terms of this Agreement shall be of the essence and payment shall be made without set-off or other deduction.
- 4.9 If the Customer fails to make any payment within the time specified in this Agreement, the Supplier may (i) cancel this Agreement with immediate effect, (ii) suspend the provision of further Services and of any additional goods and/or services or (iii) charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 3% per annum above the base lending rate from time to time of The Royal Bank of Scotland PLC until payment in full is made, accruing on a weekly basis

#### 5. Services

- 5.1 The Services provided under this Agreement comprise the checking and maintenance of the Customer's Unit which is required in connection with the operation of the central heating system or electricity generating equipment at the Property.
- 5.2 The Supplier shall carry out one health check inspection during each consecutive 12 month period of the Agreement running from the Commencement Date at such times as the Supplier shall specify and agree with the Customer, each of which inspections will comprise the following:- (i) checking the operation of all functional controls and components, (ii) testing of safety devices, (iii) cleaning filters, (iv) inspecting and reporting on pipe work, (v) adjusting operational settings to Customer's requirements, (vi) checking fluid levels, (vii) visual safety check, (viii) assessment of running time, number of starts and immersion usage, (ix) checking integrity and safety of electrical connections and insulation, (x) ensuring ventilation is correct and (xi) cleaning circulation and/or venting fans as appropriate, *but will not include* (i) service of ancillary heating items such as the customers gas or oil boiler, (ii) service of distribution system and (iii) cleaning of duct work.
- 5.3 All costs for travel time, labour, parts and materials for repairs identified during such inspections are included in the Annual Fee provided

the Unit remains at the time of such inspection covered by the manufacturer's warranty.

5.4 All costs for travel time, labour, parts and materials for repairs outwith the terms of Clause 5.3 above shall be charged at the Supplier's prevailing rates from time to time in force which shall be advised to the Customer in advance of any such services or goods being provided.

5.5 In relation to maintenance of the Unit outwith inspections, the Supplier will make its representatives available to provide telephone technical assistance from Monday to Friday (excluding UK public holidays) during normal business hours in the event of any issues arising for the Customer in respect of the Unit. Outwith these hours, certain technical assistance can be sourced from the Supplier's website on [www.ecolivinguk.com](http://www.ecolivinguk.com)

5.6 Where telephone assistance does not produce a solution, the Supplier shall arrange, where possible, a site visit within 3 working days (mainland UK only) at which the Supplier shall use reasonable endeavours to remedy the Customer's issues with the Unit.

5.7 All costs for travel time, labour, parts and materials for repairs carried out pursuant to a visit in terms of Clause 5.6 are included in the Annual Fee provided that the Unit remains covered at the time of such visit by the manufacturer's warranty. All costs for travel time, labour, parts and materials outwith the terms of Clause 5.6 shall be charged at the Supplier's prevailing rates from time to time in force which shall be advised to the Customer in advance of such services and goods being provided.

## 6. Exclusions

6.1 Faults attributable to the following shall not fall within the Services and may be subject to additional charges, namely (a) faults arising by reason of misuse of or damage to any part of the Unit, whether by the Customer or any third party, (b) damage caused by the Customer or any third party by any negligent or intentional act or failure to carry out routine maintenance, (c) failure to follow the Supplier's advice or the manufacturer's guidelines as to the use or maintenance of the Unit or (d) any modification made or other work undertaken to the Unit, whether by the Customer or by third parties, during the course of this Agreement without the prior written consent of the Supplier.

6.2 For the avoidance of doubt the services do not include (a) repairs to, or replacement of, any item which, in the Supplier's reasonable opinion, is beyond economic repair, (b) replacement or repair of decoration or cosmetic improvements which do not affect how the Unit works, (c) repairing or replacing any parts as a result of normal wear and tear or ordinary deterioration, (d) the repair of any item not installed to manufacturer's specifications (inclusive of servicing requirements) or (e) repairing or redecorating where any damage has been caused by the Supplier performing the Services, although the Supplier will undertake such work if it has been negligent or has acted in breach of any obligation and the work results directly from such actions.

6.3 The Supplier shall not be required to put any facilities of the Unit in a better condition than at commencement of this Agreement.

6.4 Where possible, repairs and replacements will be made with like-for-like parts and where this isn't possible within a reasonable timescale the Customer will be offered an alternative;

6.5 The Supplier will endeavor to use new replacement parts. Where necessary, a re-conditioned part may be offered but the Customer will be made aware of this in advance.

6.6 The Supplier shall not be responsible for delay caused by factors beyond its control, including failure of the Customer to comply with clause 3, any action by the Customer and any condition which delays or prevents the provision of the Services.

6.7 The Supplier shall not be responsible for loss or damage to property caused by the Unit or any part of it breaking down except where the Supplier has acted negligently.

6.8 Where the Supplier is required by this Agreement to repair or maintain the Unit, it will endeavour to do so within a reasonable time of receiving notification of the breakdown or fault concerned (although time shall not be of the essence).

## 7. Limitation of Liability

7.1 The terms of this Agreement represent the whole agreement between the parties and all other warranties, conditions, terms, undertakings or representations of any kind, whether express or implied, statutory or

otherwise relating to the provision of any parts or labour under or in connection with this Agreement are hereby expressly excluded from the Agreement save where prohibited by statute.

7.2 The Supplier accepts liability for death or injury caused by the negligence of the Supplier or that of its employees, agents or sub-contractors acting in the course of their engagement under this Agreement.

7.3 In all other cases not falling within clause 7.3, the Supplier's total liability (whether in contract, delict including negligence or otherwise) under or in connection with this Agreement or based on any claim for contribution or indemnity shall not in aggregate exceed twice the total of the Annual Fee and any additional charges levied for that year.

## 8. Duration

8.1 This Agreement shall commence on the Commencement Date and shall continue indefinitely until terminated in accordance with Clause 9.

## 9. Customer's rights to cancel

9.1 The Customer has the right to cancel this Agreement within 14 days of the date the Customer signs the Customer Agreement. In that case, any payments already made under this Agreement will be returned.

9.2 The Customer may terminate this Agreement at the expiry of the period of 12 months from the Commencement Date by giving not less than 30 days prior written notice to the Supplier. Thereafter the Customer may terminate by giving the Supplier not less than 30 days prior written notice expiring on any subsequent anniversary of the Commencement Date of this Agreement.

9.3 If the Customer is notified of an increase in the Annual Fee or of any other change to the terms of this Agreement by the Supplier, it may terminate this Agreement by written notice to the Supplier served within 30 days of receipt of such notice.

9.4 In the event that the Customer sells the Property, they may at their option by written notice to the Supplier (a) transfer the Agreement to the new owner (subject to a new Initial Inspection by the Supplier which shall be chargeable to the Customer at the Supplier's then current rates) or (b) terminate this Agreement with effect on or after the date of completion of the sale, subject to production of satisfactory evidence of such sale if so requested by the Supplier.

## 10. Supplier's rights to cancel

10.1 The Supplier may terminate this Agreement at its discretion at any time for any reason by giving 30 days notice in writing to the Customer.

10.2 The Supplier may also cancel this Agreement if there is a health and safety issue which prevents the safe provision of any Services, if the Customer has provided inaccurate information to the Supplier or under the provisions of clauses 2.7 and 4.10.

## 11. Effect of termination

11.1 Upon termination of this Agreement, the Supplier shall refund the balance of any Annual Fee paid in respect of any un-expired portion of the Agreement period, subject to deduction of any monies then owing to the Supplier.

11.10 Termination of this Agreement shall not affect any rights of the parties accrued to them up to the date of termination.

## 12. Miscellaneous

12.1 Neither party shall be liable for any delay in performing or failing to perform any of its obligations under this Agreement due to any Act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the control of either party.

12.2 All notices to be given under this Agreement shall be in writing and shall be sent to the address of the party concerned recorded in this Agreement (or otherwise notified to the other party in writing) by first class post or by hand. In the case of the Customer, this address shall be the Customer's address.

12.3 This Agreement and its terms shall be governed by the law of Scotland.

