

# Igloo Energy's Home Services Terms and Conditions

These were last updated on 18<sup>th</sup> April 2019 – version 1.0

## 1. Our contract

These are Our terms and conditions on which We supply products or services to You.

- 1.1. If You order products or services from Us, these terms along with any order confirmation will form the basis of our contract with You.
- 1.2. **We/Us/Our** are Igloo Energy Supply Limited, a company (Registered in England and Wales No. 09812716) and Our address is The White Building, 1-4 Cumberland Place, Southampton, SO15 2NP.
- 1.3. **You/Your** are the person named the order confirmation.
- 1.4. You promise to Us that:
  - 1.4.1. You are over 18 and are allowed to sign up to this contract; and
  - 1.4.2. You have an electricity or gas supply contract with Us for the property at which you will install, or have asked us to install, the products or services; and
  - 1.4.3. You will ensure Your contact information is accurate and up to date, including Your telephone number and email address.
  - 1.4.4. Where You have asked for Us to provide professional installation, You, or an adult who can make decisions in relation to the installation on Your behalf, will be present at the property to meet our engineers at the time of installation.
- 1.5. Your contract with Us will start when We accept your order. You will receive an order confirmation from Us to the email address You have provided when We accept your order.
- 1.6. Your order confirmation forms part of these Terms and Conditions, in particular it contains the details of the specific products or services You have purchased and We have agreed to provide.

## 2. 14 Day Cooling Off Period

- 2.1. If You've agreed a contract with us over the telephone or online, You have 14 days from the day You placed the order for any services, or the day We delivered all of the goods to Your address (called the "**Cooling Off Period**") to let Us know that You have changed Your mind and wish to cancel.
- 2.2. If We deliver the goods in part over multiple shipments, the 14 days will start from the last day that we deliver the final shipment of goods to You.
- 2.3. Subject to clause 2.1 and 2.2, if You cancel the contract within the Cooling Off Period, then provided the goods are in unused condition, then You can return any goods to Us and we will pay for reasonable shipping costs to return the goods to Us and We will provide You with a full refund. You will be asked to provide proof of any costs You have incurred in returning the goods to Us.

- 2.4. If You ask us to complete an installation or commence provision of Our services within the Cooling Off Period, then you are waiving Your statutory right to cancel.

### **3. Delivery and retention of title**

- 3.1. It is Your responsibility to ensure that any delivery of goods can be accepted at Your delivery address in normal business hours. Delivery will usually take place within two weeks of the placement of Your order, unless We advise You otherwise.
- 3.2. Where We, or our third party delivery partner, are unable to deliver the goods to You due to circumstances entirely outside of Our control then We will notify You and provide a revised delivery date at the earliest reasonable opportunity.
- 3.3. We reserve the right to cancel the contract where We have attempted to deliver the goods to You on three occasions and have been unable to do so due to Your failure to ensure

### **4. Our Prices and payment terms**

- 4.1. The prices You will pay are displayed on Our website at the time of placing Your order. If delivery charges are applied, these will be clearly indicated at the time of placing Your order. All prices indicated on our website and at the time of Your order are inclusive of any applicable VAT.
- 4.2. You need to pay for the products and services at the time You buy them.
- 4.3. You agree that We may use third parties to provide payment services for the processing of any payments You are required to make to Us.
- 4.4. If Your payment fails for any reason or a card payment is charged back, and We do not receive payment within 21 days of our second request, We shall be entitled to charge an administration fee to cover our costs. We may also cancel any service or stop any delivery. We reserve our rights to instruct a debt collection agency to recover any outstanding payments.

### **5. Discretionary returns**

- 5.1. If We have offered a 30 day money back guarantee, You may withdraw from this contract after the end of the 14 day Cooling Off Period by notifying Us that You no longer want the goods and intend to return them to Us.
- 5.2. We will only accept any returns under this clause if the goods are returned to Us in original, undamaged and unopened condition in their original packaging. If the goods are returned in a damaged, incomplete or used condition then We reserve the right to reduce or refuse any refund.
- 5.3. We will not reimburse any delivery or shipping costs under this discretionary returns policy.
- 5.4. Your statutory rights to a 14 day Cooling Off Period are not affected in any way by this clause.

## **6. The Igloo Energy Savings guarantee**

- 6.1. If You purchase a product or service from Us backed by our energy savings guarantee, We will extend the discretionary returns period in clause 5 to a period of 12 months from the date of purchase.
- 6.2. In order to return the product or service to Us in accordance with this clause, the product or service must have been installed and used continuously in accordance with the manufacturers guidelines for a period of six months.
- 6.3. You are not required to provide any heating, energy bills or any other proof in relation to Your energy consumption in order to be eligible for a discretionary return under this clause.

## **7. Installation and technical requirements**

- 7.1. You are responsible for making sure that any equipment in Your property that the products or services will be connected to is:
  - 7.1.1. Operating correctly with no ongoing faults
  - 7.1.2. Installed, maintained and complies with all appropriate legislation
- 7.2. In order to use the full range of functions that Our products and services offer, You will need an always on internet connection. It is Your sole responsibility to ensure there a functioning internet connection is available at the time of installation and on an ongoing basis in order to enjoy full use of the functions the products provide.
- 7.3. Where any product or service makes use of any mobile applications, a mobile data connection will be required. It is your sole responsibility to ensure this and any mobile device You are using is working correctly in order to use the functions of any mobile application.
- 7.4. Before any products or services are installed, a compatibility check may be required by the product manufacturer. Where this check is carried out by You, using any self-installation application provided by the manufacturer You must follow all instructions provided by the manufacturer.
- 7.5. Where You have contracted with Us to provide installation services, We may use third party installers to complete the works on our behalf. Our installers will then carry out any compatibility check on Your behalf.
- 7.6. Where any compatibility check identifies that the product or service is not compatible with Your existing equipment, You can arrange to return any products to us in an unused condition in accordance with our 30 day mone
- 7.7. If Our installers , or third party installers contracted on Our behalf, identify existing issues with Your equipment or find that it does not comply with all appropriate legislation, then You will at Your own cost arrange for all necessary works to be completed before We complete any installation. We reserve the right to charge for any further visits in order to complete the works where the any installation is aborted due to Your failure to comply with clause 7.1
- 7.8. No refunds will be given for aborted installations, either due to faulty equipment or because you have chosen to self-install the product, or for Your failure to ensure a suitable adult was

present at the time of installation. If You do not wish for Us to re-attend in order to complete the installation works, You may return the products to us in accordance with clause [ ] for a refund of the cost of the products only.

## **8. Data protection and how we'll use Your information**

- 8.1. You agree that We can use Your personal information and data in accordance with Our Privacy Policy, which You can find listed on Our website.

## **9. Our standards of service and how to complain**

- 9.1. If You have a complaint, please contact Our team who will do everything they can to resolve it. You can raise it with Us by:
  - 9.1.1. Calling Us on 0333 405 5555
  - 9.1.2. Sending Us an email at: team@igloo.energy or through the contact form on Our website.
  - 9.1.3. Writing to Us at: Igloo Energy, The White Building, 1-4 Cumberland Place, Southampton, SO15 2NP.
- 9.2. We always aim to respond to Your complaint within 24 hours of when We receive it. If You are unhappy with Our response, You can ask for it to be escalated to a senior manager. They will then be in touch within 14 days.

## **10. Our responsibility for loss or damage**

- 10.1. Nothing in this contract excludes any liability that We are not allowed to exclude by law.
- 10.2. Our liability to You is limited to £10,000 for each unconnected event, or £10,000 in total for a series of connected events, that we're directly responsible for and that has caused You loss or damage.
- 10.3. We shall not be liable for any damage to third party equipment (like, but not limited to, boilers, other heating appliances or controllers, or internet routers) connected to the products We provide, or for damage to the products supplied, where this is caused by false or incomplete information provided by You at the time of any compatibility check or by Your failure to observe Our instructions.
- 10.4. Where professional installation is offered at the time of purchase, and it is not purchased from Us, We recommend that the products are installed by a competent person either through Us or by a third party. If any installation is carried out by a third party contracted by You, We are not liable for any damage they cause to either the products or any third party equipment
- 10.5. The self-installation of any products We provide shall be entirely at Your own risk.
- 10.6. Except where we are providing professional installation in accordance with clause 7, We will not be liable for any damage caused by improper installation.
- 10.7. We will not be liable for any failure to supply products or services due to matters beyond Our reasonable control.

10.8. Where not already excluded under any previous clauses, We will not be liable for any damage howsoever caused by improper installation, use, treatment, operation or storage.

## **11. Other conditions**

11.1. You can't transfer any of Your rights or responsibilities under this contract to another person without Our permission in writing. We can transfer all or any part of this contract to another supplier, but Your rights under clause 7 won't be affected.

11.2. The laws of England and Wales or Scotland apply to this contract, depending on where Your property is.

11.3. If You break any part of this contract and We don't respond right away, that doesn't necessarily mean We won't do anything about it later on. For

11.4. If a court or other authority tells Us that a part or Clause of this contract isn't valid, the rest of the contract will still apply

11.5. We won't tolerate violence, physical aggression, verbal or written abuse towards Our staff or agents. If it happens, We will take legal action or report it to the police.