



Insite Energy Limited
Studio 4, Stuart House
St John's Street,
Peterborough
PE1 5DD

Terms & Conditions – HIU service & support

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you. All orders made by you will be subject to these terms and conditions.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, or have any questions, please contact us to discuss.
- 1.3 **How do I accept these terms?** By making payment when placing your order and or providing your payment card details to us to place an authorisation hold on your account, you are confirming that you have read these terms carefully and accept these terms and conditions.

If you have any questions or concerns, please contact us to discuss and do not tick the box on the request webform or proceed with payment.

- 1.4 **What if I place an order over the phone?** If you place an order with us over the phone, we will either:
- 1.4.1 email a payment link with a link to our Terms and Conditions for you to formally place your order;
- 1.4.2 on your request, process your payment card details over the phone to take payment, and email you our Terms and Conditions;
- 1.4.3 on your request, process your payment card details so we may place an authorisation hold on your account, and email you our Terms and Conditions.

By making payment or providing your payment card details to us so we may place an authorisation hold on your account, you are confirming that you have read these terms carefully and accept these terms and conditions.

If you have any questions or concerns, please contact us to discuss and do not tick the box on the request webform or proceed with payment.



Insite Energy Limited
Studio 4, Stuart House
St John's Street,
Peterborough
PE1 5DD

- 1.5 You can find everything you need to know about us, Insite Energy Limited (07073730), and our services on our website or from our staff before you instruct us. We also confirm the key information to you in writing before or after you order, either by email or otherwise.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Insite Energy Limited a company registered in England and Wales. Our company registration number is 07073730 and our registered office is at Studio 4, Stuart House, St. Johns Street, Peterborough, PE1 5DD. Our registered VAT number is 242358906.
- 2.2 **How to contact us.** You can contact our customer services team at:
- 2.2.1 <https://www.insite-energy.co.uk/home/hiu-service-repairs/>; or
- 2.2.2 email us at hiusupport@insite-energy.co.uk; or
- 2.2.3 Call us at 0120 031 6200. Our team will be available to you 9am-5:30pm Monday-Friday.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **Our quotations.** A quotation for the services to be undertaken by us shall not constitute an offer. A quotation shall be valid for a period of 30 days only from its date of issue.
- 3.2 **We only accept orders when we've checked them.** We will contact you to confirm we have received your order, sending a link in order to make payment or we will ask for your payment card details so we may place an authorisation hold on your account. Once we have received payment or place a hold on your payment card, you will be sent a link to accept an approximate appointment date and time for us to carry out the requested services. Once the appointment date and time has been confirmed by you, we will email you to confirm acceptance of your order, confirming key information about your appointment.
- 3.3 **How we will accept your order.** Acceptance of your order will take place on the earlier of:
- 3.3.1 when we email you confirming receipt of payment or confirmation of placing an authorisation hold on your account; and confirmation of your appointment booking; or
- 3.3.2 when we start performing the services.

Only at this point will a contract come into existence between you and us. Only at this point is a legally binding contract made between us.



Insite Energy Limited
Studio 4, Stuart House
St John's Street,
Peterborough
PE1 5DD

3.4 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because payment was not received, you are located outside of our serviced area within Greater London or 5 miles outside of the M25, the service was mispriced by us, or because of unexpected limits on our resources which we could not reasonably plan for.

3.5 **We only perform services to properties within our serviced area within Greater London or 5 miles outside of the M25.** Our website and social media platforms are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders to provide services for addresses outside our serviced area.

4. Providing the services to you

4.1 **Services to be provided by us will be as agreed between us and summarised on the order confirmation we send you.** If any additional services are to be carried out, these will be agreed between you and us in writing.

4.2 **You're responsible for making sure the information provided is accurate.** If we've asked you for information relating to the service, such as the nature of the fault, you're responsible for making sure that information is correct. If you need any help with the information requested, please contact our contact our Customer Service Team using the contact details above.

4.3 **We charge you if you don't give us information we need or do preparatory work as agreed with us.** We charge you additional sums if you don't give us information we've asked for about how we can access your property to provide services or if you don't do requested preparatory work (if any), as agreed with us. For example, we might need to reschedule to another day in order to provide the services.

4.4 **Making sure you have the requisite consents required.** You are solely responsible for ensuring you have all and any consents, permissions, licences or otherwise which may be required in order for us to provide the services. These will need to be in place before we begin providing the services. If you are unsure on what might be required, please contact us.

4.5 **Making sure the site is accessible.** You are solely responsible for ensuring that we have unrestricted access to your property in order to perform the services and access to all services that we may require (such as electricity and water).

4.6 **We will agree with you if we believe additional visits are required to complete the services.** For example, if repairs are required to the heating system, we may need to return on another occasion to carry out additional services. These additional services will be chargeable as per our rates which will be quoted to you by a member of our team. If our engineers believe further services are required, you will be advised accordingly and one of our office team will be in contact with you to confirm the cost of additional services, arrange for payment if such cost and additional services are agreed by you, and schedule a suitable day / time to revisit the property. Works will be completed on the same day if reasonably practicable (as determined by us).



Insite Energy Limited
Studio 4, Stuart House
St John's Street,
Peterborough
PE1 5DD

- 4.7 **When we will provide the services.** During the order process we will send you a link to our booking platform. This will let you accept the proposed day and time when we can provide the services to you. The date and time provided is an estimate only and therefore subject to change.
- 4.8 **We are not responsible for delays outside our control.** If our supply of your service is delayed by an event outside our control, such as traffic incidents, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team using the contact details noted above, to end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.
- 4.9 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged or the site is not suitably accessible as required in accordance with these terms (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract in accordance with these terms.
- 4.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you, for example, nature of fault. We will ask for this information during the booking process. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract; or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not completing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 4.11 **Products can vary slightly from their pictures.** A part or product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

5. Your rights to make changes

If you wish to make a change to the services you have requested, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the services, the timing of supply, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. Cancellation of any appointments will require 2 working days' [Monday-Friday] notice, otherwise the full or partial cost of the order will still be chargeable (unless you are exercising your right to change your mind as outlined in clause 8.3 below). Cancellation is only accepted at the point we send you written acknowledgement and acceptance of such cancellation.

6. Our rights to make changes

- 6.1 **Minor changes to the services.** We may change the services:
- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and



Insite Energy Limited
Studio 4, Stuart House
St John's Street,
Peterborough
PE1 5DD

6.1.2 to implement minor technical adjustments and improvements, for example to the materials used.

6.2 **More significant changes to the services and these terms.** In addition, we may make changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

7. Price and payment

7.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price agreed between us in correspondence. We take reasonable care to ensure that the price of the services advised to you is correct. However, if we discover an error in the price of the services you order, we shall contact you as soon as possible.

7.2 **Charges when you place your order.** When you place an order with us, for example, to service your heat interface unit, we will either charge you when you place your order by emailing you a payment link; or place a hold on your credit card for the relevant amount which will then be processed at the point our engineer confirms the services have been completed.

7.3 **Charges for additional services required.** In the event additional services are required, for example, if repairs to your heat network system are required, we will provide an estimated quote for the additional services required and it will be up to you if you would like to accept or reject the quote offered. If accepted, the charges for the additional services will be payable via a payment link that will be sent to you by email, or as otherwise agreed, before the additional services will be carried out.

7.4 **We pass on increases in VAT.** If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

7.5 **We charge you if you don't give us information we need.** We will charge you additional sums if you don't give us information we've asked for, for example how we can access your property to provide the services, as this may increase the services carried out and the work involved. For example, we might need to reschedule services.

7.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know.

8. Your rights to end the contract

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with the services provided, how we are performing, and when you decide to end the contract.



- 8.2 **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 8.2.1 to 8.2.4 below the contract will end immediately and we will refund you in full for any services which have not been provided. The reasons are:
- 8.2.1 we have told you about an upcoming change to the services being supplied or these terms which you do not agree to;
 - 8.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
 - 8.2.3 there is a risk that supply of the services may be significantly delayed because of events outside our control; or
 - 8.2.4 you have a legal right to end the contract because of something we have done wrong.
- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** As a consumer, you have a legal right to change your mind within 14 days and receive a refund, unless services have already been provided. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:
- 8.4.1 services, once these have been completed, even if the cancellation period is still running;
 - 8.4.2 products / parts that are made to your specifications; and
 - 8.4.3 products / parts which become mixed inseparably with other items after their delivery and / or installation.
- 8.5 **How long do consumers have to change their minds?** You have 14 days after the day we confirm we accept your order, whether by email or otherwise. 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.
- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not exercising your right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not exercising your right to change your mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for 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. This will amount up to 50% of the cost of the services to be provided to you if two working days' notice of cancellation has not been given as per Clause 5.



9. How to end the contract with us (including if you are exercising your right to change your mind)

- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by contacting our Customer Service Team using the contact details noted in clause 2.2.
- 9.2 **How we will refund you.** If you are entitled to a refund under these terms, we will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.3 **When we may make deduction from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.4 **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, within the 14-day period referred to in clause 8.3, then your refund will be made within 14 days of your telling us you have changed your mind.

10. Our goodwill warranty

- 10.1 **Our goodwill warranty.** In addition, we, Insite Energy Limited, offer our UK customers a goodwill warranty for most services which is more generous than your legal rights. This goodwill guarantee does not affect your legal rights if there is something wrong with your service.

Details of our warranty
12-week warrantee for labour carried out for any specific repair
6 months for any parts supplied and fitted during the provision of services by us where the damage has not been caused following installation

- 10.2 **Our goodwill warranty does not include everything.** Please note, our goodwill warranty does not include:

- 10.2.1 Attending to a new fault not previously reported or diagnosed with heating system.
- 10.2.2 Failure of parts or components that are unconnected to works we have previously carried out.
- 10.2.3 Failure of parts or components that were reported as fault-free at the time of our services.



10.2.4 Any issues outside of the time limits specified above.

11. You have rights if there is something wrong with your service

If you think there is something wrong with your service, you must contact our Customer Service Team as soon as possible, and in any event within 14 days of the date we attend your property; or if we have not yet attended your property, within 14 days of the date we accepted your order, using the contact details noted above. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information, please visit the Citizens Advice website www.citizensadvice.org.uk.

Summary of your key legal rights

If your product is **services**, for example servicing the heat network system, the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

12. Our rights to end the contract

12.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- 12.1.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;
- 12.1.2 you do not obtain any necessary consents, permissions or otherwise required for the services being supplied by us; or
- 12.1.3 you do not, within a reasonable time, allow us access to your premises and the heating equipment within to which we will be providing services to.

12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for the services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

13. We can delay supply (and you have rights if we do)

13.1 **We can delay the supply of a product.** We do this to:

- 13.1.1 deal with technical problems or make minor technical changes;



Insite Energy Limited
Studio 4, Stuart House
St John's Street,
Peterborough
PE1 5DD

- 13.1.2 update the product to reflect changes in relevant laws and regulatory requirements; or
- 13.1.3 make changes to the service.

14. We can withdraw services

We can stop providing a service. We let you know as soon as reasonably possible, and we refund any sums you've paid in advance for services which won't be provided.

15. We don't compensate you for all losses caused by us or our products

15.1 We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- 15.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 15.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section 6 above.
- 15.1.3 **Avoidable.** Something you could have avoided by taking reasonable action.
- 15.1.4 **Consequential.** Any indirect loss which occurred as result of us breaking the contract will not be covered. For example, having to take additional days off work to wait for a rearranged appointment.
- 15.1.5 **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft, or profession.

15.2 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

15.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services provided.

16. We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice. You can find our privacy notice by clicking on the following link or by requesting a copy from our Customer Service Team using the contact details above.

<https://insite-energy.co.uk/privacy-notice>



Insite Energy Limited
Studio 4, Stuart House
St John's Street,
Peterborough
PE1 5DD

17. You have several options for resolving disputes with us

- 17.1 **Our complaints policy.** Our Customer Service Team will do their best to resolve any problems you have with us or our products as per our Complaints policy. A copy of our complaints policy and procedure and be requested directly from our Customer Service Team or at the following link: <https://www.insite-energy.co.uk/storage/app/media/Policies/Insite%20Energy%20-%20Complaints%20Policy%20Rev.%201%202023.pdf>
- 17.2 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you're not satisfied with the outcome, you can still go to court.
- 17.3 **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland, or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

18. Other important terms apply to our contract

- 18.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.
- 18.2 **You can only transfer your contract with us to someone else if we agree to this.** We may not agree if you are still the owner / occupier of the property. However, you can transfer our warrantee (as explained in Our goodwill warrantee above) to a new owner of the system.
- 18.3 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 18.4 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.