

# Terms and Conditions of Sale to Consumers



We, including our agents, are **BillsaveUK Limited**, Boston House, 107 Boston Road, Leicester, LE4 1AW (9812523).

This agreement, including any attached product specific terms, forms the Contract between us. We have carried out a survey of the property and will sell to you the goods and services (which together form the Works). This Contract is legally binding on us to provide the Works described contingent upon your property being suitable. This involves attending your property to carry out surveys and the Works. To preserve quality, extra visits by us or an energy company may be required. We will give you reasonable notice if this applies.

Please read the **Notice of The Right to Cancel**, which is included with the Contract and is set out below. This can be returned to us by post, or may be communicated by telephone or email. You may be asked to pay a deposit before the Works start. This deposit will be refunded if you cancel using the above notice.

We will invoice you during or upon completion of the Works and unless otherwise specified this invoice is payable immediately. Failure to pay any specific amount due (which is not the subject of a genuine dispute of which you have notified us) on any due date shall allow us to terminate the Contract and claim damages, suspend any further deliveries to you and charge you interest at the rate of 3% per annum above Barclays Bank Plc base rate on the amount owed until payment is made in full.

We shall not be liable for any delay or failure to carry out the Works due to circumstances beyond our reasonable control, including any withdrawal or variation of funding (such as grants or subsidies) provided by 3rd parties towards the cost of the Works. Where there is any delay we shall contact you and attempt to agree an alternative date. We require an adult to be present throughout any survey or installation procedure.

Should there be any hidden defects not apparent at the survey stage that defect(s) is not covered by any warranty or guarantee provided by us, nor are we liable for any exacerbation of or consequential damage due to this defect(s). The installation of insulation is regulated by the **Office of the Gas and Electricity Markets (Ofgem)**, and each insulation installation will be issued with the appropriate installation guarantee agency certificate. Please refer to this certificate for details of the guarantee agency's complaints procedure. For any complaints regarding other Works please contact us directly on 01162 366523 or askbill@billsaveuk.com.

Information you give us may be used by us to identify you in communications between us; assist in the administration of accounts, services or products provided by us; assist in detecting fraud or loss; and to communicate to you information about other services or products offered by us or any associated company. We shall not contact you in this way without your consent. All information will be kept secure in compliance with the Data Protection Act 1998.

Information regarding the Works may be disclosed to, and used by, energy suppliers and Ofgem to enable Ofgem to determine whether the energy suppliers statutory obligations under the Energy Act 2011 and The Electricity and Gas (Energy Company Obligation) Order 2012 are being complied with. Ofgem may contact you directly and may disclose your information to the Secretary of State for Energy and Climate Change.

Your statutory consumer rights apply, including The Consumer Rights Act 2015 and The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013. If you have any further issues we advise you to contact the local Trading Standards office, or visit the Trading Standards Institute's website at [www.tradingstandards.uk](http://www.tradingstandards.uk)

The Contract and these conditions shall be governed by the laws of England and Wales and any disputes shall be referred to the English Courts.

## NOTICE OF THE RIGHT TO CANCEL

This notice is dated the same date as the Contract. Please note the following:

1. You have 14 days after you agree to the Contract during which you may cancel the Contract without paying a penalty. This is known as the "cooling off period". Please see information below on how to cancel the Contract and details of where to send the cancellation form.
2. The Company Name is BillsaveUK Limited registered in England and Wales under company number 9812523.
3. You, the Consumer, have the right to cancel the Contract that you have entered into with BillsaveUK Limited having the reference number on the accompanying Contract, if you wish to do so. This right can be exercised (subject to Section 5 below) by delivering or sending a cancellation form to the address shown in Section 4 below (either by post or by attaching an electronic copy of the signed cancellation form to an electronic mail) within the "cooling off period" of 14 days starting with the date of this notice, during which you may cancel the Contract.
4. Please send the cancellation form to: Customer Information Centre, BillsaveUK Limited, Boston House, 107 Boston Road, Leicester, LE4 1AW or by attaching an electronic copy of the signed cancellation form to an email to: [cancellations@billsaveuk.com](mailto:cancellations@billsaveuk.com).
5. You may be required to pay for goods or services supplied under the Contract if the performance of the Contract has commenced with your written agreement before the end of the cancellation period set out in paragraph 3 above and you subsequently request cancellation of the Contract.
6. The notice of the right to cancel is deemed to be served as soon as the cancellation form is posted or sent to BillsaveUK Limited or in the case of an electronic communication (email) from the day it is sent to BillsaveUK Limited.
7. We confirm that you may use the cancellation form provided below if you wish but a letter from you confirming the same details would also be acceptable.

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## Cancellation Form

**If you wish to cancel the Contract you MUST DO SO IN WRITING and deliver personally or send (which may be by post or by electronic mail ) this cancellation form to the persons and address specified below.** You may use this cancellation form if you want to but you do not have to do so. A letter from you confirming the same details would also be acceptable. Please complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

Dear Cancellations Team

### Cancellation Right

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate)

Contract Dated: ..... [Contract Reference No. ....]

Name: .....

Address: .....

..... Postcode: .....

Signed: ..... Date: .....

Please send this cancellation form to: Customer Information Centre, BillsaveUK Limited, 107 Boston Road, Leicester, LE4 1AW or by attaching an electronic copy of the signed cancellation form to an email to: [cancellations@billsaveuk.com](mailto:cancellations@billsaveuk.com)