

EnergyWise Consultancy And Brokerage
Term & Conditions

1. These Terms and Conditions shall apply in respect of your order for the Services specified in our Order Confirmation Letter. The Order confirmation Letter is the acceptance of your order. Until such time as your order is accepted by Us it is an invitation to treat. Except to the extent that these Terms and Conditions and any relevant quotations are varied in writing by Us, they shall constitute the entire agreement to the exclusion of all other terms and conditions.
2. In these Terms and Conditions the following terms shall apply: **'Us'** and **'We'** means EnergyWise Consultancy And Brokerage, [Company No 13985507] whose registered address is 7 Devon Close, Perivale, Greenford, England, UB6 7DNT, and the term **'our'** shall be construed accordingly. **'You'** means the person whose order for Work is accepted and the term **'your'** shall be construed accordingly. Where this is more than one person Your obligations under these Terms and Conditions shall be joint and several. **'Contract'** means the contract for Services provided by the Company. **'Work'** means the Services to be supplied to you in accordance with the Order Confirmation Letter and these Terms and Conditions. **'Terms and Conditions'** means the standard terms and conditions set out in this document and otherwise includes any special terms and conditions agreed in writing between You and Us. **'Services'** means those services provided by the Company.
3. You acknowledge and understand that We act as broker for various energy suppliers and provide recommendations to You for the provision of Services by one of those suppliers (the "Company"). You further acknowledge and understand that you will be required to contract directly with the Company.
4. You agree that in entering into this Contract You have not relied (and shall not rely) on any representation, understanding or statement made by Us (whether oral or in writing) which is not included or referred to in either these Terms and Conditions or the Order Confirmation Letter.
5. Unless otherwise confirmed by Us in writing the quality quantity and description of the Services to be provided shall be as set out in the Order Confirmation Letter. You shall be responsible for ensuring that the terms of your order as detailed in the Order Confirmation Letter are accurate and a complete description of the Services to be provided.
6. Time is not of the essence in the performance of the Services and neither We nor the Company shall be held liable in any respect for the failure to meet any estimated time for performance.
7. If you are a consumer you have a cooling-off period in which you can withdraw from purchasing the Services for any reason, subject to the provisions of clause 9 below.
8. Any cooling-off period will end seven working days from the day after the Order Acceptance was sent to you. If you wish to cancel your order you must notify us in writing within this period.
9. If you wish the Services to start before expiry of the cooling-off period detailed above you must notify us in writing. Please be advised that your right to withdraw from the contract will cease from the time provision of the Services begins.
10. Any cancellations or refunds other than in accordance with the cooling-off period referred to above will be at our sole discretion.
11. Except in respect of death or personal injury caused by our negligence We shall not be liable to You by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of this agreement whether or not any losses suffered by you were in the contemplation of the parties at the date of this Contract, which arise out of or in connection with the provision of the Services to you.
12. Our entire liability under these Terms and Conditions shall be limited to the warranty set out above and shall not in any event exceed the Fee (see below). You agree to indemnify and hold Us harmless for all liabilities, loss, claims and expenses that may arise from any breach of these Terms and Conditions by You, including any third party liabilities incurred by Us.
13. The provisions of section 196 Law of Property Act 1925 shall govern the issue of notices.
14. No waiver by Us of a breach of any provision in these Terms and Conditions by You shall be considered as a waiver of any subsequent breach of the same or any other provisions.
15. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.
16. We may terminate any Contract between us without penalty or compensation immediately if You become unable to pay your debts or enter into compulsory or voluntary liquidation (other than for the purpose of affecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different entity shall agree be bound by and assume your obligations under these Terms and Conditions) or if you compound with or convene a meeting of your creditors or have a receiver or manager or an administrator appointed of your assets or cease for any reason to carry on business or take or suffer similar action which in our opinion means that you may be unable to pay your debts.
17. You will be responsible for paying the price (the "Price") for the provision of the Services by the Company.
18. Ordinarily We will be paid a fee by your new energy supplier and or broker for arranging the contract with you. Where We are unable to recover the fee and/or the fee is repayable (whether in whole or in part, for any reason including but without prejudice to the generality of the foregoing You contracting with any energy supplier and or broker other than through Us or our introduction) it shall be your responsibility to pay an administrative fee ("the Fee"). The Fee is calculated on the total anticipated annual consumption measured in kWh as set out below with the minimum fee being £250:

	Fee	Annual consumption kWh
A	£250	1-25,000
B	£500	25,001 -50,000
C	£750	50,001 – 75,000
D	£1,000	75,001+

19. If you are liable to pay the Fee in accordance with clause 18. We shall be entitled to invoice You for the Fee at any time after provision of the Services has started. Where Services are provided under more than one order. We may invoice You separately for each.
20. You shall pay the Fee in full and in cleared funds within 30 days of our invoice date, unless otherwise stated in written correspondence from Us. If you do not pay our invoice in full and cleared funds within 30 days of its issue date (or within whichever timescale is operative) then, in addition to any other rights We may have, We shall be entitled to bring an action against You for the Fee and charge You interest on the outstanding amount at the rate of 4% per annum above the base rate of Barclays Bank pic calculated on a daily basis and this rate shall apply both before and after the issue of any legal proceedings We may take against You to recover any unpaid amount together with any charges incurred by Us in recovering the unpaid Fee.
21. You shall not be entitled to deduct any amount from our invoice by way of set off or counterclaim or for any other reason unless agreement to any such deduction has been given by Us in writing, signed by our duly authorised representative and it will be for you to show that the signer was duly authorised by Us.
22. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions.
23. These Terms and Conditions shall be governed by the laws of England and Wales.