



Terms & Conditions

We advise that you please read these Terms & Conditions carefully before using this website. These Terms & Conditions explain your rights and obligations and will apply to all visits and use of this website.

Energy Monkey Ltd reserves the right to change these Terms & Conditions at any time, with immediate effect, by displaying any changes on our website.

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1 The following words and expressions have the following meanings and, in addition, any words and expressions defined in any Condition will have the same meaning when used in any other Condition:

| | |
|-----------------|--|
| “We, Us, Our” | Means Energy Monkey Limited. A Private Limited Company registered in England whose business address is Unit 2, Huntley Business Park, Gloucester GL19 3FF |
| “Business Day” | Means a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales |
| “Charges” | Means the cost of the Goods set out in our price list(s) and displayed on our Website on the date on which the Order is made |
| “Prices” | Means the charges for the Goods set out in our price list(s) and displayed on our Website on the date on which the Order is made. OR the charges after any discretionary discount has been applied by us |
| “Order” | Means your offer to purchase goods from us and is included on any associated documentation whether electronic or physical in nature |
| “Specification” | Means the technical details of the goods as described in the manufacturers literature |
| “You” | Means the person named on the Order |

- 1.2 All headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
- 1.3 References to a “person” include any individual, body corporate, partnership, firm, trust, organisation or any other entity (in each case whether or not having separate legal personality).
- 1.4 References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 1.5 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

2. **CONTRACT FORMATION**

- 2.1 Any quotation given by us will be valid for a period of **thirty days** from and including its date and will neither constitute an invitation to treat nor an offer.
- 2.2 The Order constitutes an offer by you to purchase the goods from us on these Conditions.
- 2.3 Your Order is an offer to buy from us. Nothing we say or do should be construed as acceptance of the Order until we confirm acceptance in writing, which includes email, referring to the Order.
- 2.4 Our written acceptance of the Order and/or our invoice will contain all of the charges including VAT and delivery costs for your order.
- 2.5 A contract for the supply of Goods and/or services as applicable by us to you on these Conditions will be formed when we accept the Order by issuing an acceptance or invoice for payment to you. For the avoidance of doubt, we are under no obligation to accept the Order.
- 2.6 These Conditions are the only terms and conditions on which we will supply goods and services to you and will apply to the exclusion of all other terms and conditions including any terms and conditions which you purport to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.7 We will discharge our legal duty to you to provide the Goods or Services in conformity with your Order.
- 2.8 Due to being a reseller of goods manufactured by other Companies we do not warranty that any particular goods displayed on our Website are necessarily available at any given time.
- 2.9 We only sell and deliver goods within the United Kingdom.
- 2.10 Delivery of the Goods or commencement of the performance of the Services will be deemed conclusive evidence of your acceptance of these Conditions.

3. **THE GOODS**

- 3.1 We will be entitled at any time to:
- 3.1.1 substitute any materials or parts which are used in the Goods and which are unavailable for any reason with alternative materials or parts to the extent that:
 - 3.1.2 this does not materially affect their quality or performance; or
 - 3.1.3 this is necessary to comply with any health and safety or other legal requirements.

We will use reasonable endeavours to give you not less than seven days written notice of any such variation or substitution.

- 3.2 With the exception of the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by us (or the manufacturer of the Goods) whether in catalogues, brochures, websites, other promotional material

or otherwise are for the sole purpose of giving an approximate idea of the relevant Goods.

3.3 The Contract is not a sale by sample.

4. DELIVERY

4.1 Collection by Customer

You may collect the Goods from our premises at Unit 2, Huntley Business Park, Gloucester GL19 3FF during our published business hours within a period of two Business Days from the day on which we inform you that the Goods are available for collection. Delivery of the Goods (“**Delivery**”) will be deemed to occur at the time of collection (prior to loading) or, if earlier, on expiry of the period for collection specified in this **Condition 4.1**; or

Delivery by Us to a UK address

We will deliver the Goods to the address specified in the Order and you will be responsible for off-loading the Goods from the delivery vehicle. Delivery of the Goods (“**Delivery**”) will be deemed to occur when they have been off-loaded at the delivery address.

4.2 We will use reasonable endeavours to make available for collection/deliver Goods as agreed but time for delivery of the Goods will not be of the essence of the Contract. Any delivery dates given by us are estimates only save for the dates which we inform you of under **Condition 4.1**.

5. PASSING OF RISK AND RETENTION OF TITLE

5.1 Risk of damage to or loss of the Goods will pass to you on Delivery which includes collection from our premises as described above.

5.2 Legal and beneficial ownership of the Goods will not pass to you until we have received in full in cleared funds:

5.2.1 all sums due to us in respect of the Goods; and

5.2.2 all other sums which are or which become due to us from you on any account whatsoever.

6. PRICE AND PAYMENT

6.1 You will pay the Prices and Charges set out by **us** on our Website or in the Order.

6.2 The Prices and Charges are exclusive of delivery costs and where applicable those agreed travel, accommodation and subsistence expenses reasonably and properly incurred by us from time to time in performing the Services (“**Expenses**”) which will be payable by you in addition to the Prices and Charges.

6.3 If we make a mistake and under price the goods we will not be liable to sell to you at that price as long as we inform you of the error before dispatch of the Goods.

6.4 If the price changes from that advertised on our Website we will confirm with you that you are still happy to purchase at the new price before we dispatch the Goods.

6.5 Any sum payable under the Contract is inclusive of value added tax at the prevailing rate prescribed by law from time to time.

6.6 If you are entitled to purchase without VAT or to a refund of VAT paid the responsibility to demonstrate this and provide evidence to us lies with you.

6.7 All payments will be made in pounds sterling in cleared funds.

7. SERVICES

7.1 We warrant to you that where we provide services to you we will provide the Services with reasonable care and skill.

7.2 We will use reasonable endeavours to provide the Services on the estimated performance date set out in the Order but time for provision of the Services will not

be of the essence of the Contract. Any performance dates given by us are estimates only.

8. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 8.1 We exclude from this agreement any and all implied warranties, terms or conditions. If there is a specific requirement in law where you live that allows such implied warranties, terms or conditions this paragraph will be reduced in effect sufficiently and only to allow for that rule in law.
- 8.2 We will not be in breach of the Contract or otherwise liable to you for any failure to perform or delay in performing our obligations under the Contract to the extent that such failure or delay is due to any event or circumstance beyond our reasonable control.
- 8.3 It is an express term of this contract that we do not warrant or represent that any of the Goods we sell are suitable for any specific role or purpose which you may require and you should take professional advice regarding installation of the goods into any specific project, role or purpose.
- 8.4 Information provided on our Website is for information purposes only. We do not claim expert knowledge in any subject and expressly disclaim liability to you from information you may use which has been obtained from our Website. We advise you to take professional advice in any subject you may require, such as electrical engineering or electronics installations.
- 8.5 Nothing in this contract will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.

9. CANCELLATION AND REFUNDS

- 9.1 When you buy Goods or Services from us as a Consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations") the following will apply:
- 9.2 We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
- 9.3 The following rules apply to cancellation of your order:
- 9.4 If you have ordered Goods, but not received them, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.
- 9.5 If you have ordered Goods and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14 day period.
- 9.6 We will return your money subject to the following conditions:
- 9.7
 - 9.7.1 we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.
 - 9.7.2 you comply with our procedure for returns and refunds.
- 9.8 The option to cancel your order is not available:
 - 9.8.1 if you purchase sealed goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason;
 - 9.8.2 if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed.
 - 9.8.3 if the Goods are somehow mixed with other goods so that we cannot identify or easily separate them.
- 9.9 You are responsible for the cost of returning the Goods.
- 9.10 We have no obligation to refund to you, your cost of re-packing and returning the Goods.

- 9.11 In any of the above described situations, we will return your money within 14 days.
9.12 If you have instructed us in writing to perform services within the 14 day “cooling off” period and the decide to cancel, you will be liable for the cost of work done or services provided up to the point of cancellation.

10. NOTICE

- 10.1 Any notice or other communication given under or in connection with the Contract will be in writing, in the English language and:
- 10.1.1 Delivered to the relevant party’s address; or
 - 10.1.2 sent by pre-paid recorded delivery to the relevant party’s address;
 - 10.1.3 delivered to or left at (but not, in either case, by post) the relevant party’s address; or
 - 10.1.4 sent by email to the relevant party’s confirmed email address. and,
 - 10.1.5 in the case of any notice or other communication to be given to us, marked for our attention at our business address provided above.
- 10.2 Any notice or communication given in accordance with **Condition 10.1** will be deemed to have been served:
- 10.2.1 When delivered by hand, upon arrival at the relevant party’s address.
 - 10.2.2 When sent by post or email as described after 72 hours from posting.
 - 10.2.3 When sent by email after 24 Hours unless a non delivery message is received.
- 10.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of **Condition 10** were complied with.

11. GENERAL

- 11.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 11.1.1 neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract;
 - 11.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and
 - 11.1.3 nothing in this **Condition 11.1** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 11.2 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 11.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 11.4 **No variation to the Contract will be effective unless it is in writing and signed by each of the parties.**
- 11.5 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and

employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

11.6 the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

11.7 Our rights and remedies set out in these Conditions are in addition to and not exclusive of nor do they override or attempt to override any rights and remedies provided by law.

12. COMPLAINTS PROCEDURE

12.1 **In the event that you have any reason to complain about our Goods, Services or other matters our complaint handling procedure is published on our website at www.energymonkey.co.uk**

13. GOVERNING LAW AND JURISDICTION

13.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England.

13.2 Each party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract.

13.3 Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.