

## **NPOWER SALE TERMS & CONDITIONS FOR STANDALONE NEST PRODUCTS**

These Terms & Conditions apply to the **Contract** between you and **us**. Please read them carefully.

### **1 DEFINITIONS**

Words which appear in bold type throughout these Terms & Conditions have the following meanings:

- 1.1 **"Cancellation Period"** means the 14 day cancellation period detailed under Clause 7.
- 1.2 **"Contract"** means the contract between you and **us** for the sale of the **Products**, which includes these Terms & Conditions and the order.
- 1.3 **"Installation"** means the installation by **us** of the Nest Learning Thermostat where this is available, subject to the provisions contained within Schedule 1 (if applicable).
- 1.4 **"Nest"** means Nest Labs (Europe) Ltd and its parent company, subsidiaries and affiliates/the manufacturer of the **Products**, as applicable.
- 1.5 **"Price"** means the price for the **Products** and/or **Installation** and are inclusive of VAT purchased under these Terms & Conditions, which is, specifically:
  - (i) £129 for the first Nest Learning Thermostat per household;
  - (ii) £78 for the first Nest Protect per household;
  - (iii) £144 for the first Nest Cam per household;
  - (iv) £198 for any subsequent Nest Learning Thermostat per household;
  - (v) £87 for any subsequent Nest Protect per household;
  - (vi) £159 for any subsequent Nest Cam per household;
  - (vii) £29 for a stand for the Nest Learning Thermostat; and
  - (viii) £70 for the **Installation** of a Nest Learning Thermostat.
- 1.6 **"Products"** means any of the following products offered by Nest:
  - (i) the Nest Learning Thermostat device; and/or
  - (ii) the Nest Protect Smoke and Carbon Monoxide Alarm and/or
  - (iii) the Nest Camand any related products that come with your order and are provided by **us**.
- 1.7 **"Product Warranty"** means the warranty offered by **Nest** in relation to the **Products** subject to **Nest's** warranty terms and conditions.
- 1.8 **"Property"** means your domestic residential property.
- 1.9 **"we/us/our"** means Npower Northern Limited (registered in England and Wales, company number 03432100), whose registered offices are at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB.

1.10 Any use of the singular will include the plural and vice versa, and reference to one gender will include the other genders.

1.11 Any reference to "including", "such as", "for example" or similar expressions will not preclude the generality of the preceding words.

## 2 CONTRACT

- 2.1 Once you have paid the **Price**, the **Contract** shall be in existence and we will arrange for the **Product** to be delivered to your **Property** in accordance with this **Contract**.
- 2.2 Insofar as applicable to this **Contract** and subject always to the law, **Nest's** own terms and conditions in relation to the use of the **Product** and any connected services offered by **Nest** are incorporated into and form part of this **Contract**. Should there be any conflict between **Nest's** terms and conditions and the Terms and Conditions of this **Contract**, this **Contract** will prevail unless stated otherwise.

## 3 YOUR RESPONSIBILITY

- 3.1 You acknowledge that you have verified the compatibility of the **Products** with other equipment in your home and that you satisfy the requirements for the use of each **Product** purchased. For the Nest Learning Thermostat, for example, you agree that you will ensure that that your heating, ventilation and air conditioning ("**HVAC**") system is compatible with the **Product** as applicable.
- 3.2 You are solely responsible for determining the compatibility of the **Product** with other equipment in your home and you accept that lack of compatibility may not be a valid claim for a refund after the 14 day **Cancellation Period** (during which time you may cancel for any reason) or under any **Product Warranty** that comes with the **Product**.
- 3.3 You are responsible for arranging installation of the **Products** if required. **We** strongly recommend that the Nest Learning Thermostat is installed by a professional installer suitably qualified to undertake the safe installation of this **Product**.
- 3.4 You are responsible for ensuring that any installation is in compliance with any applicable laws and that you have all the relevant consents you need for the installation.
- 3.5 **We** are not responsible for any injury or damage caused by self-installation or installation undertaken by anyone other than **us** or by third parties acting expressly on **our** behalf.
- 3.6 **We** may be able to provide installation for the Nest Learning Thermostat only, on separate terms and conditions and subject to eligibility and availability in your area. **We** may also be able to advise on ways to find alternative installers for the Nest Learning Thermostat where required, although **we** accept no responsibility for those third party installers and do not endorse them. You should always do your own diligence of the installers to select one that best fits your needs.

## 4 PRICE

- 4.1 The **Price** includes the cost of the **Products** (including Value Added Tax at the current rate at the date of the payment).
- 4.2 The **Products** remain **our** property until **we** have received the **Price** in full (including any other additional costs and expenses incurred by you to us pursuant to this **Contract**) and in accordance with Clause 5.

## 5 PAYMENT

- 5.1 Subject to any alternative terms that **we** have agreed with you in the **Contract**, you agree to pay the **Price** as follows:
- (i) the full **Price** shall be paid prior to or upon the day of completion of the dispatch;
  - (ii) payments may be made by credit or debit card, online or, at **our** discretion, by bank transfer or by banker's draft. Please telephone 0800 2943404 (or 0330 1000136) to make your payment by credit or debit card;
  - (iii) if you wish to pay by bank transfer, the bank account details to which the transfer should be made may be obtained from **us** at 0800 2943404 (or 0330 1000136).
- 5.2 **We** will provide you with a receipt.

## 6 PRODUCT DETAILS

- 6.1 To get the most out of your **Products**, you will need a computer, tablet or smart mobile device with internet access and an up-to-date web browser, a live broadband connection, Wi-Fi connection and a router connected to a power supply.
- 6.2 You will also need to register with **Nest** for an online account and/or app in order to get the most out of the **Products** or any additional features, and such registration shall be subject to any applicable terms and conditions from **Nest**.
- 6.3 Third party products and services that are compatible to be used with the **Products** under the Works With Nest™ logo will also be subject to relevant third party terms and conditions.
- 6.4 In order to install the Nest Learning Thermostat, your **Property** must have a fully working and compatible boiler and central heating system. The Nest Learning Thermostat is not suitable for customers with electric storage heating or electrical under-floor heating. You should check with **Nest** whether the Nest Learning Thermostat is likely to be suitable for your **Property**.
- 6.5 **Nest's** Terms and Conditions contain some important exclusions regarding the functionality and compatibility of the **Products**. These should be read carefully.
- 6.6 No warranty is provided regarding the functionality of the **Products**, including (but not limited to):
- (i) its compatibility with your smart phone, computer and home internet network; and
  - (ii) whether the **Products** will meet your own specific requirements.
- 6.7 You can purchase a stand from **us** for the Nest Learning Thermostat for £29 (inclusive of VAT) (subject to change and availability). A stand is not compulsory for the functionality but may enhance its visual appearance and will allow the Nest Learning Thermostat to be installed off the wall if required.
- 6.8 Without prejudice and in addition to Clause 7, if you are not entirely satisfied with the **Products**, you have 30 days from the date of dispatch and prior to installation to change your mind ("**Nest's**

**Total Satisfaction Return Policy**”). You must follow the instructions set out in **Nest’s Terms and Conditions** in order to qualify for **Nest’s Total Satisfaction Return Policy** and to qualify for any refund of the **Price** (or any part of it) as stated and as set out within **Nest’s Total Satisfaction Return Policy**.

## 7 CANCELLATION RIGHTS

### Your Right to Cancel

7.1 You may cancel your **Contract** within 14 days from the day on which you receive the **Products** (the “**Cancellation Period**”) by:

- (i) emailing **us** at [nest.install@npower.com](mailto:nest.install@npower.com) or writing to **us** at: Nest Install Team, npower, Oak House, Bridgwater Road, Worcester WR4 9FP; or
- (ii) phoning **us** on 0800 2943404 (generally free from all mobiles and most landlines) or 0330 1000136 (which should cost no more than an 01 number and should be included in any ‘inclusive minutes’).

7.2 Please quote your customer reference number in all communications to **us**.

7.3 If you cancel within the 14 day **Cancellation Period**, **we** will reimburse you without undue delay. **We** may withhold the reimbursement until **we** receive either the returned **Products** or evidence that you have posted them to **us**, whichever happens sooner.

7.4 **We** may make a deduction from the reimbursement for loss in value of the returned **Products** supplied if the loss, in **our** opinion, is the result of unnecessary handling by you beyond what would normally be permitted in a shop.

7.5 If you cancel the **Contract** after the 14 day **Cancellation Period** and **we** accept the cancellation, **we** reserve the right to recover from you any losses or costs suffered or incurred by **us** as a result of such cancellation (except where **we** are in serious breach of **our** obligations).

### Our Right to Cancel

7.6 **We** reserve the right to cancel your order at any time for any reason before dispatch. **We** may cancel your order if additional information is needed to complete and accept your order.

7.7 If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled.

7.8 **We** may need to cancel or suspend the order if **we** are unable to deliver the **Products** or for other reasons beyond **our** reasonable control.

## 8 EXCLUSIONS AND LIABILITY

8.1 **We** shall not be liable for any:

- (i) failure of or damage to the **Products** (or any part of them) which is caused by a factor beyond **our** reasonable control, including (without limitation) any variation to your electricity supply;
- (ii) failure developing to or from your existing electrical system or any other equipment or system following the installation of the **Products**; and/or

- (iii) diminished or reduced performance or functionality of the **Products** following your decline to have any other parts or equipment relating to the installation of the **Products** at your **Property**.

8.2 **We** will not accept any loss, liability or damages that you incur that:

- (i) relate to the incompatibility of the **Products** with other systems, equipment or items in your home, such as your **HVAC** system or plumbing in relation to the Nest Learning Thermostat, or to your (or third parties’) computer, mobile device or other peripherals connected to the **Products** and other items, whether or not such loss, liability or damages were reasonably foreseeable to you and **us** when the **Contract** was formed;
- (ii) were not caused by any default, negligence, act or omission on **our** part or that of **our** employees;
- (iii) were caused by any default, negligence, act or omission of any party other than **us** or **our** employees, or by circumstances beyond **our** reasonable control; or
- (iv) are business losses or are incurred as an indirect consequence of the event which led to your claim.

8.3 Subject to Clause 8.5, **we** shall not be liable for any consequential, indirect, special or incidental damages in relation to the **Products**.

8.4 Subject always to Clause 12.5 below, **our** liability arising from or related to the **Products** is limited to the **Price** paid by you for the **Products**.

8.5 Nothing in these Terms and Conditions affects any statutory rights that you may have or excludes or limits any liability for death or personal injury resulting from **our** negligence or for fraud or for any other liability which cannot be excluded or limited by law.

## 9 NOTICES

9.1 If you need to give **us** written notice in accordance with these Terms and Conditions you should send the notice to:

- (i) [Nest.Install@npower.com](mailto:Nest.Install@npower.com) or
- (ii) Nest Install Team, npower, Oak House, Bridgwater Road, Worcester, WR4 9FP.

## 10 DATA PROTECTION

10.1 **We** will process your information to enable **us** to carry out your order and for administration of the **Contract** (including debt collection), risk assessment, after sales service, system testing, analysing your account history and to detect and prevent fraud.

10.2 Where you have given **us** your consent, **we** may also use your information for marketing purposes, offering any of **our** group companies’ products or services or for market research. Your information may be disclosed to **our** employees, agents, service providers, product manufacturers and/or providers, group companies and assignees for these purposes.

10.3 **We** may share your information with the persons mentioned in Clause 10.2 and relevant trade

bodies and all other associated bodies who may need to pass this information on to the relevant body to comply with regulatory requirements, including any notifications to Ofgem and/or in order to carry any after sales services.

10.4 **We** may search the files of credit reference agencies to carry out credit checks on you, the agencies may record a copy of the search and they may share it with other organisations to assist with credit-related decision-making and fraudulent activity.

10.5 **We** may monitor and/or record your telephone calls for security and training purposes.

10.6 You understand that your use of the **Products** requires you to comply with **Nest's** own Privacy Policies and that **we** will not be responsible for any personal data that you provide to **Nest** or any other third party notified connected with the **Products**.

## 11 COMPLAINTS PROCEDURE

**We** aim to provide you with a high standard of customer service. However, if at any time you are not satisfied with any part of the service that **we** have provided to you, please contact **us** at 0800 2943404 (or 0330 1000136) and **we** shall do **our** best to resolve any problems.

## 12 GENERAL

12.1 If on any occasion either you or **we** agree to take no action against the other even after the other has failed to comply with these Terms and Conditions, it should not be assumed that that party will do the same on another occasion.

12.2 **We** may vary these Terms and Conditions at any time and will notify you of such change as soon as reasonably possible. Where the variation is of significant disadvantage to you, you may cancel the **Contract** by notifying **us** in writing within 14 working days after **we** have sent you the notification of the variation. The variation shall not apply to a **Contract** which has been cancelled. All pre-payments paid to **us** by you shall be refunded as a result of such cancellation.

12.3 Other than yourself, **we** do not intend that any other person can benefit from the **Contract**. The **Products** is intended for end users only and is not authorised for resale.

12.4 At the end of its life, the **Products** must be disposed of safely, separately from general household waste and in accordance with the Waste Electrical and Electronic Equipment Regulations 2013: please contact **Nest** for more information on the safe disposal and/or recycling of the **Products**.

12.5 If any part of these Terms and Conditions is found to be unenforceable or invalid, those provisions (or relevant part of them) will not affect the rest of the Terms and Conditions, which will remain in full force and effect. If such provisions would be valid or enforceable if some part of them were deleted, they will apply with such modifications so as to make them valid or enforceable.

12.6 These Terms & Conditions and the **Contract** between you and **us** are subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

**SCHEDULE 1**  
**Specific Terms for the Nest Learning  
Thermostat (the “Product”) only where  
Installation is applicable**

**1 COMPATIBILITY**

- 1.1 Your **Property** must have a fully working and compatible boiler and central heating system in order to install the **Product**.
- 1.2 The **Product** is not suitable for customers with electric storage heating or electrical under-floor heating. You should check with **Nest** whether the **Product** is likely to be suitable for your **Property**.
- 1.3 You can purchase a stand from **us** for your **Product** for £29 (inclusive of VAT) (subject to change and availability). A stand is not compulsory for the functionality of the **Product** but may enhance its visual appearance and will allow the **Product** to be installed off the wall if required.

**2 INSTALLATION**

- 2.1 Installation is available for the Nest Learning Thermostat only, in limited geographical areas and available separately to the **Product**.
- 2.2 Once you have paid the **Price** or entered into a plan with **us**, **we** shall arrange for the **Installation** to be carried out in your **Property** in accordance with this **Contract**.
- 2.3 The **Installation** shall be carried out by installers who have been appointed by **us**. **We** always endeavour to ensure that any installer used by **us** will be suitably and properly qualified to carry out the **Installation**.
- 2.4 **Our** installers normally work during the hours of 9am and 5pm Monday to Friday. Any appointments arranged, at your request and agreed by **us**, outside of these hours may incur an increase to the **Price**, or additional cost or expense to you.
- 2.5 **Our** installers will show an identification badge on arrival and, if you wish, you may also telephone **us** on 0800 2943404 (or 0330 1000136) to confirm the installer's identity.
- 2.6 Our standard **Installation** package includes the following:
- (a) a pre-inspection of your central heating system to determine whether it is working, whether it is likely to be compatible to use with the **Product** and whether you are likely to be eligible for standard **Installation**;
  - (b) standard **Installation** of the **Product**, subject to Paragraph 2.7 below;
  - (c) any necessary repair to the building fabric of your **Property** caused as a result of the **Installation**, subject to Paragraph 2.7(a)
  - (d) minimum system set up, which includes entering your postcode and connecting to

your Wi-Fi system, subject to Paragraph 2.7(d);

- (e) a post-Installation check to ensure the **Product** is functioning correctly;
  - (f) a demonstration of the operational and technical elements of the **Product**; and
  - (g) a 12 month workmanship warranty (the “**Installation Warranty**”).
- 2.7 **Installation** does not include the following:
- (a) redecoration or reinstatement of fixtures or fittings damaged as a result of the **Installation**, unless these were caused by **our** negligence;
  - (b) improvements required to bring your central heating system or your electrics up to current legislative standards;
  - (c) the removal of asbestos or any other hazardous substances;
  - (d) set up or diagnostics of Wi-Fi connectivity;
  - (e) any other costs which are not covered by standard **Installation**, such as (but not limited to) additional wiring or additional time because of complexities with your central heating system; nor
  - (f) any repair, maintenance or servicing of your central heating system.
- 2.8 Your **Installation** may not go ahead if:
- (a) **our** installer determines that your central heating system is not in working order;
  - (b) **we** believe that there are issues with the electrics at your **Property** that would invalidate the **Installation Warranty**;
  - (c) **we** believe there is a health and safety risk to either yourself or **our** installer, including (but not limited to) the identification of a gas unsafe situation;
  - (d) **our** installer is unable to gain access to your **Property** or your boiler; or
  - (e) **we** have identified that you are not eligible for standard **Installation** and you do not wish to pay for any additional costs required for the **Installation**.
- 2.9 **We** may not be able to complete the standard **Installation** or the demonstration of the **Product** if you are unable to provide a working Wi-Fi code or there is a problem with your Wi-Fi internet connection.
- 3 ARRANGEMENTS FOR INSTALLATION**
- 3.1 Where your **Property** is in an area available for **Installation**, **we** shall contact you to agree a date to carry out the **Installation**, subject to the pre-inspection of your central heating system. If **we** are unable to carry out the **Installation** on this date, **we** will contact you to agree an alternative date.
- 3.2 **Our** installers will require access to the **Property** to carry out the **Installation**. If **we** cannot gain access to your **Property** on the agreed date, **we** will contact you to arrange another appointment. In the event of continued failed attempts to gain access to your **Property**, **we** may cancel your **Contract** and/or you may

incur additional cost or expense due to the failed attempts to gain access.

- 3.3 The **Product** to be installed as part of the **Installation** may on occasion be delivered to your **Property** prior to the **Installation** and/or on occasion may be kept at your **Property** during the **Installation**. In such cases, you must make the necessary arrangements to accept delivery of such **Product** and must take reasonable and proper care of any **Product** delivered to or kept at your **Property**. You shall also be responsible for any loss or damage to the **Product** whilst it is stored at the **Property**.
- 3.4 The time estimate provided for completing the **Installation** is **our** best estimate at the time of booking and **we** will make reasonable efforts to ensure the **Installation** is completed on time. However, **we** cannot be held responsible for any delays whatsoever (including, but not limited to, delays due to weather or other circumstances beyond **our** control). In such circumstances, **we** will provide you with updates to the time estimates **we** originally provided.
- 3.5 Time of delivery of the **Product** or completion of **Installation** shall not be a condition of the **Contract**. **We** will not be liable for any costs, losses or loss of income that you may incur as a result of any change of the time for delivery or **Installation**.
- 3.6 **Installation** shall only be carried out after, and is subject to, you entering into this **Contract** with **us** and receipt by **us** of the **Price**.
- 3.7 If you are unable to be present at the **Property** whilst **we** are carrying out the **Installation**, you must ensure that you have an authorised representative aged 18 or over at the **Property**. They must be authorised to consent to the **Installation**.

#### 4 INSTALLATION WARRANTY

- 4.1 The **Installation** includes the **Installation Warranty** mentioned under Paragraph 2.6(g) for 12 months from the date of **Installation** (the "**Installation Warranty Period**").
- 4.2 Subject to Paragraph 6, if, within the **Installation Warranty Period**, it is discovered and notified by you and accepted by **us** (to **our** reasonable satisfaction) that the **Installation** has any material defect that impairs and/or affects the substantial performance and/or benefit of the **Product** and/or **Installation** (but specifically excluding fair wear and tear and any minor defects which, in **our** reasonable opinion, have no such significant impairment and/or effect), **we** will carry out any remedial work within a reasonable timescale of your notification, at no charge or cost to you.
- 4.3 Should a fault that is covered by the **Installation Warranty** occur during the **Installation Warranty Period** you should contact **us** in the first instance by calling 0800 2943404 (or 0330 1000136). The **Installation Warranty** is for your benefit only and is not transferable.
- 4.4 Nothing in these Terms & Conditions affects your statutory rights as a consumer. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

#### 5 OUR RESPONSIBILITY

- 5.1 **We** will appoint an installer to carry out the **Installation** in accordance with the **Contract** and any specifications which have been agreed in writing between you and **us**.
- 5.2 **We** will ensure that the installer will exercise reasonable care and skill in carrying out the **Installation** and make every effort to ensure that the **Installation** will be of satisfactory quality.
- 5.3 **We** will ensure that **our** installer will:
- (a) leave any plasterwork, brickwork and/or ground surface that are disturbed during the course of the **Installation** in a reasonably safe, weather-tight and secure condition; and
  - (b) take reasonable care to avoid excessive dirtying or causing excessive and unnecessary disturbance to the **Property** and to leave the area in which the installer has been working in a reasonably clean, tidy and safe condition.
- 5.4 When the **Installation** has been completed, **our** installer will:
- (a) check to ensure that the **Product** is operating correctly;
  - (b) provide you with an introduction to the **Product** and a demonstration of how it works; and
  - (c) provide any certificates relating to the **Installation**, including electrical certificates, which must be provided to you by law.

#### 6 YOUR RESPONSIBILITY

- 6.1 It is your responsibility, at your own cost and expense, (unless otherwise agreed in writing by us) to:
- (a) obtain all permissions and consents (including, without limitation, planning permission, listed building consent, building regulations consent, and consent from landlords, local authorities, neighbours and/or mortgagees) which are required before **we** can carry out the **Installation**;
  - (b) ensure that all necessary facilities, services and supplies to enable the proper functionality and performance of the **Installation** (including the **Property's** earthing and the supply of electricity) are supplied or installed at the **Property**;
  - (c) clear and remove all items to enable **us** to carry out the **Installation** and to provide a safe and clear access for **our** installers and subcontractors;
  - (d) remove any dangerous materials from the **Property**, such as asbestos. If any asbestos is removed from the **Property**, you shall produce a clearance certificate to **our** installers. **Our** installers will not be able to carry out any further works until this certificate is produced and failure to provide this certificate may cause delays and prevent **our** installers from completing the **Installation**; and/or
  - (e) notify **us** of all existing cables, sewers, water or gas pipes or other non-electrical obstacles within the **Property** (either underground or

otherwise) to enable the **Product** to be installed.

## 7 LANDLORDS

- 7.1 If you are the landlord and owner of the **Property**, you must be present at the **Property** on the agreed appointment and **Installation** dates.
- 7.2 **We** cannot undertake any part of the **Installation** under the instruction of your tenant or accept any authorisation or approval (whether by signature or verbally) from your tenant on your behalf unless **we** have otherwise agreed with you to do so in writing.
- 7.3 If you are a tenant, you will notify your landlord and ensure that the **Installation** will not take place without your landlord adhering to this Paragraph 7. You agree to indemnify **us** for any losses, claims, damages or costs that **we** incur as a result of your failure to comply with this Paragraph 7.3.

## 8 PRICE OF THE INSTALLATION

- 8.1 The **Price** of the **Installation** includes all parts, labour and delivery costs necessary for standard **Installation** (including VAT at the current rate at the date of the **Installation**).
- 8.2 The **Price** does not include making good any disturbances, alterations or damage or any redecoration required to the **Property** (including any ground surface) following completion of the **Installation** (except as stated under Paragraph 2.6)
- 8.3 If **we** find out that any additional work is necessary during the **Installation**, **we** will provide you with an additional quotation for this additional work.
- 8.4 You acknowledge and accept that, due to the complexities with individual central heating systems, not all properties will be eligible for standard **Installation**. This may be for a number of different reasons, including (but not limited to) complex wiring, additional time and/or additional items required for the **Installation**.
- 8.5 **We** will not be able to determine whether your **Property** is eligible for standard **Installation** until **we** have inspected your central heating system. If your **Property** is not eligible, you will receive a quotation for the required additional work.
- 8.6 If you request **us** to proceed with the work under the additional quotation, the cost of the additional work shall become an additional part of the **Price** and shall be payable by you to **us** in accordance with these Terms & Conditions.
- 8.7 If you decide to carry out such additional work yourself or through any other third party, then such additional work must be completed in time and to **our** requirements to allow **us** to complete the **Installation**.
- 8.8 If you decline to have any additional work carried out following **our** advice, and **we** have not terminated the **Contract** in accordance with these Terms & Conditions, **we** will use reasonable endeavours to conclude the **Contract** but **we** will not be liable for any diminished performance or functionality of the **Installation** and/or **Product** or any other costs connected with it.

- 9 In addition to **our** right to cancel under Clause 6 of the Terms & Conditions, **we** may cancel your **Contract**:

- (a) if **we** are unable to carry out the **Installation** for any matter which is beyond **our** reasonable control (including any health and safety issues);
- (b) if you refuse to pay additional cost or expense attributable to you under this **Contract**;
- (c) if **we** reasonably believe **we** are prevented from carrying out the **Installation** as a result of any pre-inspection of your **Property**;
- (d) if you have not undertaken any additional work notified to you; and/or
- (e) for any other reason that **we** consider to be reasonable in the circumstances.

## 10 FURTHER EXCLUSIONS AND LIABILITY

- 10.1 In addition to **our** exclusions of liability under Clause 8.1 of the Terms & Conditions, **we** shall not be liable for any:
- (a) failure of or damage to the **Installation** and/or the **Product** (or any part of it) which is caused by a factor beyond **our** reasonable control;
  - (b) failure developing to or from your existing electrical system or any other equipment or system following **our Installation** of the **Product**;
  - (c) diminished or reduced performance of the **Installation** following your refusal to have any other parts or equipment installed or additional work carried out at your **Property**; or
  - (d) any defect or impairment in the **Product** and/or **Installation** resulting from or pursuant to any drawing, design or specification supplied by you or on your behalf.