

TERMS AND CONDITIONS FOR GUERNSEY ELECTRICITY LIMITED'S ENERGY ADVICE SERVICES

THESE TERMS AND CONDITIONS SET OUT THE BASIS ON WHICH WE MAY PROVIDE ENERGY ADVICE SERVICES TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

WE DRAW YOUR ATTENTION TO YOUR CANCELLATION RIGHTS IN CLAUSE 16 BELOW AND THE LIMITS OF OUR LIABILITY IN CLAUSE 9 BELOW.

1. DEFINITION

In these Terms and Conditions, the following words shall have the following meanings:

- 1.1 "**We**", "**Us**", "**Our**" and "**GEL**" are references to Guernsey Electricity Limited, a company incorporated under the laws of the Island of Guernsey with registration number 38692 whose address is Electricity House, Northside, Vale, Guernsey GY1 3AD.
- 1.2 "**Agreement**" means these terms and conditions together with the online booking form found on our website.
- 1.3 "**Customer**", "**You**" and "**Your**" are references to the individual, company, partnership or organisation issuing the instruction to use Our Services.
- 1.4 "**Energy Advice**" means any verbal advice provided by an Energy Adviser in relation to energy savings and energy efficiency, including ways to reduce energy costs.
- 1.5 "**Energy Adviser**" means a GEL officer, employee, agent, adviser, contractor or subcontractor accredited with City & Guilds Level Three Energy Awareness 6281-01.
- 1.6 "**Energy Audit**" means the study of those aspects of the Property which contribute to the giving of Energy Advice and/or the creation of the Energy Report.
- 1.7 "**Energy Report**" means the official document produced by GEL and provided to the Customer.
- 1.8 "**Fee**" means the amount in pound sterling agreed to be paid by the Customer to GEL. This fee is determined in advance of the initiation of an Energy Audit.
- 1.9 "**Guernsey**" means the Island of Guernsey.
- 1.10 "**Information**" means any information supplied by You to Us in connection with the provision of the Services.
- 1.11 "**Literature**" means Our brochures, price lists and advertisements including the content of Our Website and social media platforms.
- 1.12 "**Property**" means the premises where or upon which the Services shall be performed.
- 1.13 "**Services**" means the supply of services by GEL to You on the terms of this Agreement, including but not limited to Energy Advice, preparation of the Energy Report and any other reports or photographs.
- 1.14 "**Terms and Conditions**" means these terms and conditions (as varied from time to time).
- 1.15 "**Website**" means Our website located at www.electricity.gg/energysavers.

2 CONSUMER RIGHTS

- 2.1 These Terms and Conditions govern Your relationship with GEL for the provision for the Services. Clause 16 (the "**Consumer Rights Clause**") shall apply to domestic customers of GEL only.

2.2 For the avoidance of doubt, the Consumer Rights Clause shall not apply to any business, company, partnership or individual acting in the capacity of their trade or profession.

3 REGISTRATION AND AGREEMENT

3.1 Any Services We provide will be subject to these Terms and Conditions to the exclusion of all other terms and conditions which may apply to You.

3.2 By booking an Energy Audit, You shall be deemed to have accepted these Terms and Conditions. Your continued use of the Services shall amount to Your acceptance of any variation to these Terms and Conditions.

3.3 The Agreement between us (which includes these Terms and Conditions) shall come into existence when We accept Your instruction in writing, by e-mail, via Our Website or by telephone.

4 PAYMENT

4.1 The Fee for the Energy Audit will be invoiced once GEL has prepared the Energy Report.

4.2 Payment of the Fee will be due within 21 days from the date of the invoice for the work. Interest will accrue and become payable on any part of the Fee which remains unpaid at the rate of 4% over the Bank of England base rate until payment in full is received by GEL.

4.3 In the event that the Customer does not make payment within 21 days of receipt of the invoice, GEL reserves the right to terminate the provision of the Services (if any Services are ongoing).

4.4 GEL reserves the right to withhold any Energy Report until payment of the Fee has been received in full.

5 CANCELLATION

5.1 The Customer can reschedule an appointment for GEL to visit the Property (as part of the Energy Audit) prior to it occurring without incurring any cancellation fee.

5.2 If We cancel an appointment to visit the Property, GEL shall rearrange the appointment to a date and time as soon as reasonably practicable. We shall contact You to confirm the appointment details.

6 CHANGES TO SERVICE

6.1 We reserve the right to make any changes to the Services described in the Literature to comply with any applicable statutory requirements or which We deem appropriate in Our sole discretion.

7 DELIVERY AND PERFORMANCE

- 7.1 An Energy Adviser will, at a date and time agreed with the Customer, visit the Property, and carry out an Energy Audit. During the Energy Audit data may be gathered for input to computer software, which may be used to produce an Energy Report for the Property.
- 7.2 GEL confirms that the Energy Adviser shall have the necessary qualifications to give Energy Advice and/or perform such Energy Audits, and that they will use their reasonable care and skill to complete the Energy Audit and produce the Energy Report in a timely manner. However, nothing in these Terms and Conditions shall imply that time is of the essence.
- 7.3 The Customer confirms that the Energy Adviser has the right within the Property to take measurements, make diagrams, take photographs and make such notes as the Energy Adviser in their sole discretion believes necessary for the Energy Audit, the Energy Advice and the Energy Report.
- 7.4 The Energy Adviser will exercise all reasonable care regarding safety, practicality and the constraints of being a visitor to the Property, which may be occupied.
- 7.5 The Energy Adviser may, if relevant to the Property, inspect the loft via an inspection hatch or other safe and practical access arrangement.
- 7.6 The Energy Adviser may, if relevant to the Property, inspect the common parts of a block of flats that adjoin the Property.
- 7.7 The Energy Adviser will not attempt to enter parts of the Property where access is not provided, such as sealed lofts and locked rooms.
- 7.8 The Energy Adviser will not express an opinion about or advise upon the condition of uninspected parts or issues not related to the energy efficiency of the Property and its appliances and their use.
- 7.9 The Energy Adviser will not undertake any tests of the drains, heating, electrical or gas installations, domestic appliances or any other services.
- 7.10 The Energy Adviser will not arrange for any investigation to be carried out to determine whether or not any hazardous material has been used in the construction of the Property. The Energy Adviser will be unable to report that the Property is free from risk in this respect.
- 7.11 The Energy Adviser will not report or guarantee that the structure of the Property meets building regulations, or that the ground has sufficient load bearing strength to support the structure.
- 7.12 The Energy Adviser will not carry out a building survey, valuation survey, environmental, geographical or any other survey apart from the Energy Audit.
- 7.13 When prepared, and on satisfactory receipt of the Fee, GEL will release the Energy Report to the Customer as required. The Energy Report may show recommendations for energy performance improvement and reduction in energy consumption.

- 7.14 The Energy Audit is 'non-invasive'. This means that the Energy Adviser does not take up carpets, floor coverings or floorboards, move furniture or remove the contents of cupboards. Also, the Energy Adviser does not remove secured panels or undo electrical fittings.
- 7.15 Any floor plans or drawings provided to Us shall not infringe the rights of any third party and You confirm that You and We have the right to copy and / or modify any such plans.
- 7.16 We will use Our reasonable endeavours to ensure that the information contained within any Energy Report is accurate and impartial at the date of its publication. You accept, however, that information on which the Energy Report is based may be subject to change from the date of its publication and We cannot be held liable for failing to include or omit any information in the Energy Report which becomes available after the date of publication.

8 ACCESS TO THE PROPERTY

- 8.1 It is the Customer's responsibility to ensure that access to the Property is available on the day and at the time agreed. For the avoidance of doubt, the time agreed is considered to extend for one hour later than the agreed time to cover unavoidable delays.
- 8.2 You must ensure that access is provided to all parts of the Property including the loft (if existing). Failure to do so may result in poor collection of information.
- 8.3 The Customer confirms that a person above the age of 18 will be present at the Property throughout the Energy Audit undertaken by the Energy Adviser.
- 8.4 In the event of any abusive, threatening or violent behaviour towards the Energy Adviser or if the Energy Adviser is subjected to danger or risks posed by the Property, animals or occupants, the Energy Audit will be terminated immediately.

9 LIABILITY

- 9.1 Clauses 9.3 to 9.7 inclusive below set out the circumstances where We will not be legally responsible to You in any way. There are however other circumstances set out under clause 9.2 below where We may be legally responsible to You but only for reasonably foreseeable loss and damage caused by Us. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time We entered into this Agreement with You, You and We knew it might happen, for example, if We discussed it with You. This limitation of Our liability is subject to:-
- 9.1.1 clause 9.10 below; and
 - 9.1.2 any exceptions stated in clauses 9.7 and 9.8 below or elsewhere in these Terms and Conditions or agreed with You as part of this Agreement.
- 9.2 Examples of when We may be legally responsible to You for reasonably foreseeable loss and damage caused by Us include:-
- 9.2.1 if We fail to comply with these Terms and Conditions or any other additional terms or conditions of this Agreement We agree with You, We are only legally responsible for the loss or damage You suffer that is a reasonably foreseeable result of Our breach;

- 9.2.2 if We fail to comply with Our duties and obligations under the Trading Standards (Fair Trading) (Guernsey) Ordinance, 2023 (the **"2023 Ordinance"**) or any other applicable Legislation We are only legally responsible for the loss or damage You suffer that is a reasonably foreseeable result of Our breach; or
- 9.2.3 if We fail to use reasonable care and skill, We are only legally responsible for the loss or damage You suffer that is a reasonably foreseeable result of Our failure.
- 9.3 We are not legally responsible to You in any way for any indirect or direct or other loss or damage that is not reasonably foreseeable. Examples include but are not limited to the following:-
- 9.3.1 any financial loss or damage You may suffer such as losing actual or anticipated revenue, profit, income, business, contracts, opportunity, goodwill or reputation;
- 9.3.2 any loss or damage You may suffer (including but not limited to any loss of or damage to any electrical or electronic equipment or appliances and any loss of or damage to any kind of data or any refrigerator or freezer contents) arising out of or in connection with the Services or this Agreement however so caused; or
- 9.3.3 any damage or loss whatsoever caused by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website.
- 9.4 We will not be legally responsible to You in any way for any event or circumstance which affects Our ability in any way to perform any of Our legal duties and obligations or exercise any of Our legal rights and powers under this Agreement, the 2023 Ordinance or under any other applicable Legislation and which is outside of Our reasonable control and where We have taken reasonable steps where possible to avoid the problem.
- 9.5 An event or circumstance under clause 9.4 above includes, without limitation, the following to the extent these are outside Our reasonable control:- accidents, epidemics, pandemics, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of utility networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government and imposition of restrictions on imports or exports). We will contact You as soon as reasonably practicable to let You know if any event or circumstance under this clause 9.5 occurs.
- 9.6 We will also not be legally responsible to You in any way for:-
- 9.6.1 any loss or damage You may suffer as a result of Your responsibilities to any other person (however this is caused);
- 9.6.2 any loss or damage You may suffer as a result of Your failure to comply with these Terms and Conditions or any other additional terms or conditions of this Agreement We agree with You;
- 9.6.3 any loss or damage You may suffer as a result of Your failure to comply with the 2023 Ordinance or any other applicable Legislation; or
- 9.6.4 any fault relating to metering equipment or property or any other equipment or property We do not own or operate or that has not been provided on Our behalf.

- 9.7 We will make good any fault, defect or damage to the Property caused by Us while providing the Services. However, We are not legally responsible for the cost of repairing any pre-existing fault, defect or damage to the Property that We discover while providing the Services.
- 9.8 We do not exclude or limit in any way Our legal responsibility to You where and to the extent that it would be unlawful to do so. This includes liability for death or personal injury caused by Our deliberate actions or negligence or the deliberate actions or negligence of Our officers, employees, agents, advisers, contractors or subcontractors or for fraud or fraudulent misrepresentation.
- 9.9 If We are legally responsible to You under these Terms and Conditions or under any other additional terms or conditions of this Agreement We agree with You, except as set out in clause 9.8 above, the maximum amount We will accept responsibility for will be determined by the nature of Your claim and the applicable provisions of Our insurance policy.
- 9.10 You will not have the right to bring any claim or action against Us in respect of any loss or damage You may suffer in circumstances where You are able to recover such loss or damage from an insurer or where You would have been able to had You complied with the terms or conditions of Your insurance policy.
- 9.11 Our Website and any Information, Literature, advertising, catalogues or any other media may contain information and materials created and submitted by third parties, and, subject to clause 9.8 above, We exclude liability for all losses and damages arising from any error, omission or inaccuracy in any such information and material.
- 9.12 This clause 9 applies even after this Agreement has ended. As far as it excludes or limits Our liability, it takes priority over any other additional term or condition including under these Terms and Conditions.

10 INDEMNITY

- 10.1 You agree to indemnify Us and keep Us indemnified from and hold Us on demand and harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including, without limitation, consequential losses and losses of profit, and all interest penalties and legal and other professional costs and expenses) arising out of or in connection with:
- 10.1.1 any breach by You of Your obligations under these Terms and Conditions; and
- 10.1.2 any claim by a third party that the Services infringe any rights of a third party or any applicable Guernsey, United Kingdom or international legislation or regulations.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 You acknowledge and agree that any and all copyright connected with the design and development of the Website and the contributory software written by Us or Our suppliers belong to Us or are licensed to Us.
- 11.2 All trademarks, trade names and domain names which appear in the Literature belong to Us, or to the relevant third party suppliers.

12 BREACH OF TERMS AND CONDITIONS

12.1 If We suspect that You are in breach of these Terms and Conditions or if We become aware of any allegation or claim that You may be in breach of these Terms and Conditions, We may in Our sole discretion (without notice to You or liability, penalty or obligation on Our part), suspend, interrupt or terminate the performance of the Services.

13 COMPLAINTS

13.1 If You have any concerns then We would like to help to resolve them as quickly as possible but We will not tolerate any physical or verbal abuse directed at Our officers, employees, agents, advisers, contractors or subcontractors. If You wish to contact Us to make a complaint then You can do so by telephoning Us on 01481 200700 between 8:30am and 5pm Monday to Friday (excluding bank and public holidays) or by writing to Us at Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS or by emailing Us at customer@electricity.gg or by visiting Our reception at Electricity House, Northside, Vale, Guernsey GY1 3AD between 9am and 5pm Monday to Friday (excluding bank and public holidays) or by completing Our online contact form on <https://www.electricity.gg/contact-us/>. If You're still unhappy, You can contact the Guernsey Trading Standards Service ("Trading Standards") by telephoning 01481 220379 or emailing TS.Mailbox@gov.gg or writing to Trading Standards at PO Box 459, Raymond Falla House, Longue Rue, St Martins, Guernsey GY4 6AF. Trading Standards is a statutory body with powers under the 2023 Ordinance. We will deal with all complaints in accordance with the 2023 Ordinance and Our Customer Complaints Handling Policy, a copy of which is available to download at www.electricity.gg/legal or upon request.

13.2 At any point, You are entitled to seek Your own independent legal advice to help You understand Your legal rights and obligations under these Terms and Conditions, any other additional terms or conditions of this Agreement We agree with You, the 2023 Ordinance or under any other applicable Legislation.

14 DATA PROTECTION

14.2 When You book an Energy Audit with GEL We will record Your name, postal address, email address and telephone number(s). We gather this information to allow Us to process the booking You have made. The relevant information is then used by Us and Our Energy Adviser to communicate with You on any matter relating to the progress of any booking and the provision of the Services in general. We may also use information and statistics for the purposes of monitoring usage of the Services in order to help Us develop the Website and Our Services.

14.3 We respect Your privacy and are committed to providing You with a clear understanding of how We use Your personal information. To find out about the ways in which We use and protect Your personal information, please visit Our Privacy Notice at www.electricity.gg/privacy/. If You'd like a hard copy of Our Privacy Notice, You can contact Us by emailing data.protection@electricity.gg or telephoning 01481 200700 and We will post it to You.

15 REVISIONS

15.2 This Agreement may be revised at any time, without notice, by displaying the revised agreement on the Website.

16 CONSUMER RIGHTS CLAUSE

The provisions of this clause 16 shall apply to domestic customers and shall take precedence over the other terms of this Agreement in the event of a conflict of the rights and obligations of an individual Customer.

16.2 We do not exclude or limit in any way Our legal responsibility to You where and to the extent that it would be unlawful to do so. This includes liability for death or personal injury caused by Our deliberate actions or negligence or the deliberate actions or negligence of Our officers, employees, agents, advisers, contractors or subcontractors or for fraud or fraudulent misrepresentation.

16.3 Unless You have specifically requested Us to carry out urgent repairs or maintenance, You can change Your mind and cancel this Agreement within 14 days after the day We confirm We have accepted Your instruction for the Services (the "**Cooling Off Period**") without giving any reason. During the Cooling Off Period, We shall only begin undertaking the Services if You make an express request to Us on a durable medium, such as by email. You must note that if You request Us to carry out the Services during the Cooling Off Period and We complete the Services during the Cooling Off Period then that period will end at the point that We finish providing the Services and You will be unable to change Your mind and cancel the Services.

16.4 To exercise the right to cancel, You must inform Us of Your decision to cancel this Agreement by either:

16.4.1 telephoning Us on 01481 200700 between 8:30am and 5pm, Monday to Friday (excluding bank and public holidays) or FREEPHONE on 0800 5870285 out of hours;

16.4.2 writing to Us at Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS;

16.4.3 emailing Us at energy.sales@electricity.gg;

16.4.4 completing Our online contact form on <https://www.electricity.gg/contact-us/>;

16.4.5 visiting Our reception at Electricity House, Northside, Vale, Guernsey GY1 3AD between 9am and 5pm, Monday to Friday (excluding bank and public holidays); or

16.4.6 You may use the attached model cancellation form, but it is not obligatory; and, in each case, You must make a clear statement (e.g. a letter sent by post or an email) and also provide Your valid identification.

16.5 You can also electronically fill in and submit the model cancellation form on the Website at <https://www.electricity.gg/media/5tpltkgs/model-cancellation-form.pdf>. If You use this option, We will communicate to You an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay. To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the Cooling Off Period has expired. We will send You an acknowledgement of receipt of Your notice to cancel.

16.6 If You cancel this Agreement during the Cooling Off Period We will refund You monies paid in relation to the Services that have not been carried out. We are not under any obligation to refund You in respect of any amounts paid for the Services:

- 16.6.1 already undertaken by Us prior to being informed that You want to cancel this Agreement;
or
- 16.6.2 required by You on an urgent basis.
- 16.7 Cancelling this Agreement during the Cooling Off Period will not affect any rights and responsibilities You or We had before this Agreement was cancelled. This includes the right to take any necessary legal action or seek any other remedy including a right of set-off against You or Us.
- 16.8 If You want to obtain further advice about Your right to cancel, You can contact Trading Standards by telephoning 01481 220379 or emailing TS.Mailbox@gov.gg or writing to Trading Standards at PO Box 459, Raymond Falla House, Longue Rue, St Martins, Guernsey GY4 6AF. Trading Standards is a statutory body with powers under the 2023 Ordinance.
- 16.9 We may make changes at any time to this Agreement, including these Terms and Conditions. We will only make changes where they are necessary to:
- 16.9.1 comply with changes in law, industry codes, the decision of Trading Standards, any regulatory requirement or any agreement with a government or regulatory body;
- 16.9.2 introduce a change that You have requested (and We have agreed to);
- 16.9.3 correct a mistake; or
- 16.9.4 make them clearer or more favourable to You.
- 16.10 We will give You at least 1 month's written notice before any change is made unless the change is to Your advantage, or where You have requested the change and We have agreed to it, in which case We may make the change immediately and will confirm the details of it to You within 1 month. You can contact Us to end this Agreement before the changes take effect if You wish. Each time You receive new Services from Us, the terms and conditions in force at that time will apply (as set out on Our Website). Please check on Our Website to ensure that You understand which terms and conditions apply. These Terms and Conditions were last updated on 2 April 2024.

17 GENERAL

- 17.1 You shall not be entitled to assign this Agreement or any part of it without Our prior written consent.
- 17.2 We may assign this Agreement or any part of it to any person, firm or company.
- 17.3 Your instruction and these Terms and Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties. No oral explanation or oral information given by any party shall alter the interpretation of these Terms and Conditions.

17.4 The laws of Guernsey apply to this Agreement and any disputes relating to this Agreement and the Services We provide may only be heard in the Guernsey Courts.

Document Published: 2 April 2024

MODEL CANCELLATION FORM

To Guernsey Electricity Limited whose registered office is at Electricity House, Northside, Vale, Guernsey GY1 3AD and whose contact postal address is Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS and whose contact email address is customer@electricity.gg:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] agreement for the Services,

Received on:-

Name of consumer(s):-

Address of consumer(s):-

Signature of consumer(s) (only if this form is notified on paper):-

Date:-

[*] *Delete as appropriate.*