

Vibrant Energy Upgrade Plan

Service Conditions

1. We are Vibrant Energy Matters Limited, a company with registered number 06755736 and our registered address is 2 Foxes Lane, Oakdale Business Park, Blackwood, Gwent, NP12 4AB (“Vibrant”, “We”, “Our”, “Us”).
2. These terms and conditions (“Terms”) cover your use of our work (the “Services”) related to the provision of the Vibrant Energy Upgrade Plan (the “Plan”).
3. You accept these Terms by requesting and/or instructing us to proceed with the works recommended by the Plan.

Our Website

4. For use of our website please see our:
 - a. Website Terms of Use;
 - b. Cookie Policy; and
 - c. Privacy Policy
5. Those terms and policies are intended to be read with, and are incorporated by reference into, these Terms.

Our conduct in providing the Plan

6. Our Services when providing the Plan broadly fall into three tasks:
 - a. Recommending energy improvement measures for your property;
 - b. Sourcing suppliers and contractors to carry out the necessary works and provide the necessary product; and
 - c. Project support.
7. We explain our responsibility for these Services below.

Recommending energy improvement measures

8. We will obtain and provide the information we make available to you through the Plan with reasonable skill and care.
9. Some of the content of the Plan relies upon the information we obtained when providing the Vibrant Energy Savings Audit (“VESA”). The Terms and Conditions of the VESA and the caveats within the VESA continue to apply to that information.

10. Some of the Services rely on us checking data which is provided to us by third parties. We do not guarantee the information we receive from third parties (including the details you provide) is accurate, complete or up to date.
11. The Plan is provided for guidance on energy improvement measures. It is not a full building survey, valuation report or legal compliance assessment. You should obtain independent professional advice before relying on this report to make legal or structural decisions about your property.

Sourcing suppliers and contractors

12. Based on the results of the VESA and our discussions with you the Plan will recommend products and services that we believe will improve the energy performance of the property. We will recommend suppliers and contractors (“Works Contractors”) who will provide goods, services and further advice to implement our recommendations under the Plan.
13. The Works Contractors are independent entities from us. They are not our sub-contractors, partners or agents but they do have a relationship with us where they are willing to accept our communications, limited instructions and can provide prices to us for you on more favourable terms.
14. We will assist you with sourcing the most appropriate Works Contractors for your project but those Works Contractors will be in contract directly with you. What this means for you is that:
 - a. You will pay the Works Contractors directly (who may pay us a referral fee or grant us some other benefit);
 - b. You can instruct the Works Contractors directly to make changes or work in a certain way (but you should keep us informed of such instructions);
 - c. You must raise any issues of quality or performance with the Works Contractor in question (again, do also inform us as we will assist with communication); and
 - d. You will benefit from, and be subject to, the terms of any contracts, guarantees, warranties or other agreements of the particular Works Contractor.

Project support

15. We will act as a point of contact for you and will communicate with the Works Contractors with the aim of helping the project run as smoothly as possible.
16. In communicating with the Works Contractors, we can:
 - a. Notify them of access restrictions or other practical matters

- b. Inform them if you want extra or different works carried out
- c. Notify them of perceived defects
- d. Raise any other concerns

17. In communicating with the Works Contractors, we are not:

- a. Warranting the quality, scope or effectiveness of their works, products or services;
- b. Actively managing their personnel, their sub-contractors or agents; and/or
- c. Responsible for any acts or omissions by them, their sub-contractors or agents.

Our Services, generally

- 18. When carrying out the Services we will use reasonable skill and care.
- 19. We will use our reasonable endeavours to complete the performance of the Services within a timely manner; however, time shall not be of the essence in the performance of our obligations.
- 20. Any surveys or inspections will be limited to parts of the property that are reasonably accessible and visible. We shall not carry out any destructive investigative works, test any structures or test any utility services.
- 21. All our notifications to you, communications with you and the language of these Terms will be in English.
- 22. We'll send you notifications about our Services and any information the law requires us to provide to the email address associated with your account. For some of our Services, if you've provided us with your phone number we may send these service notifications to you by text message.
- 23. The figures we use and recommendations we make are based on the information available to us at the time of preparation. We are not responsible for updating the VESA and/or the Plan if market conditions, energy prices, or government schemes change.

Your conduct in using our Services

- 24. To use our Services you must be at least 18 years old and resident in the United Kingdom.
- 25. You're responsible for ensuring the information you provide when using our Services is true, accurate and kept up to date.

26. You will co-operate with our operatives so far as reasonably necessary to allow them to carry out their work in order to provide the Services. In particular you will allow our operatives safe and unobstructed access to the relevant areas of the property.
27. You won't engage in any activity that is harmful or infringes our rights or the rights of others.
28. You will treat our operatives with respect.

Right to cancel

29. Our services are bespoke to you and the relevant property. Once we have commenced works you will not be able to cancel them without reimbursing us our costs. You may cancel the provision of the Services by giving us written notice. We will then advise you of our costs incurred to date. Such costs will be due to be paid within 14 days of us advising you of them.

Our responsibility for loss or damage suffered by you

30. Whilst we have every confidence in our Services, we do need to manage our risks.
31. If we fail to comply with these Terms or we do not use reasonable care and skill when providing the Services to you, we are responsible for foreseeable losses or damages that you incur. Loss or damage is foreseeable if, it would have been expected by you or us, at the time the contract was made.
32. We are not responsible for loss or damage suffered by you as result of:
 - a. circumstances beyond our reasonable control; or
 - b. any information provided to you or by a third party or any issues arising out of your access or purchase of any separate third party product or service, and/or
 - c. you failing to keep your account details safe.
33. We are not responsible for loss of profit, loss of income and/or loss of sales.
34. The Plan does not amount to a warranty of any third-party goods/services. We are not liable for works carried out by third parties (including but not limited to the Works Contractors).
35. In all circumstances (save for those we cannot disclaim under statute) our liability to you is limited to twice the fee you paid for the VESA (see also the VESA terms and conditions).
36. We do not exclude or limit our liability to you where it would be unlawful to do so.

Intellectual property

37. All intellectual property content within the Plan is either owned by us or licensed to us and it is protected by international copyright laws. Your use of them is governed by these Terms.

38. You may print off one copy, and may download and share extracts, of any page(s) from the Plan for your personal use only (for example, in carrying out the recommendations in the Plan). Our status (and that of any identified contributors) as the authors of the content on must always be acknowledged.
39. You must not use any part of the Plan for commercial purposes without obtaining permission from us to do so.

Changes to these Terms

40. We have the right to revise and amend these Terms from time to time, for example, to reflect changes in market conditions affecting our business, changes in technology, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
41. We may transfer our rights and obligations under these terms to another organization. Where required by law, we will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Consumer Rights

42. Nothing in these Terms affects your statutory rights.

Complaints Handling / Dispute Resolution

43. If you have a complaint, please contact us via the contact details on our website and we'll try to resolve it promptly.

Governing Law & Jurisdiction

44. English and Welsh law applies to these Terms. If any disputes do arise between us regarding these Terms and you want to take us to court, you must do it in a court within England or Wales. If you live in Scotland, Northern Ireland, Channel Islands or Isle of Man you can do it in your local country.