



SuperHomes



National
Energy
Foundation

SUPERHOMES WHOLE HOUSE RETROFIT PLANS: AGREEMENT TERMS AND CONDITIONS

1. Parties

“National Energy Foundation” also referred to as “NEF” is a registered charity (No. 298951) and company limited by guarantee (No. 2218531) whose registered office address is Suite 2.15, Challenge House, Sherwood Drive, Milton Keynes, MK3 6DP responsible for delivering the ‘Specified Service’ upon the ‘Subject Property’.

“Customer” means the legal owner(s) of the ‘Subject Property’ who has requested the ‘Specified Service’ and who is responsible for paying NEF for service delivery.

2. Interpretation

Definitions:

“SuperHomes” is an initiative operated by NEF promoting the energy efficient retrofit of domestic properties.

“Subject Property” is the home upon which the ‘Specified Service’ will be undertaken, is owned by the ‘Customer’ and which will have an address located in an eligible service area of SuperHomes operation at the time the service is requested.

“Specified Service” means the provision of services by NEF for the provision of a ‘Whole House Retrofit Plan’ in accordance with the Terms and Conditions herein; see specifically clause 4.1 (a).

“Whole House Retrofit Plan” is a comprehensive plan and options appraisal for home energy efficiency improvements completed by a Retrofit Consultant in line with the provisions set out in BSI PAS2035: *“Retrofitting dwellings for improved energy efficiency”*.

“Retrofit Consultant” means the individual employed or appointed by NEF who is responsible for producing or overseeing delivery of a ‘Whole House Retrofit Plan’ and who is accredited as a Retrofit Coordinator to deliver services under BSI PAS 2035.

“Whole House Retrofit Plan Fee” means the payment made by the customer to NEF for the provision of their ‘Whole House Retrofit Plan’ as specified below in clause 5.2.

“SuperHomes Community” means stakeholders of NEF’s SuperHomes initiative including persons holding a general interest in retrofit or who are past or present customers.

“Newsletter and Online Webinar Events” means the regular newsletters, and typically twice-yearly on-line events that NEF organises for the benefit of the ‘SuperHomes Community’ and with a view to advancing the retrofit agenda in general.

“Website”: means the SuperHomes website <https://www.superhomes.org.uk/>

“SuperHomes Assessment” means the optional assessment and evaluation of the subject property against the ‘SuperHomes Rating Scheme’ which provides a benchmark of retrofit levels in terms of measured performance and for which separate Terms and Conditions apply (ask NEF for further details).

“Terms and Conditions”: means the Terms and Conditions set out herein.

3. Agreement to these Terms

When applying for a ‘Whole House Retrofit Plan’, the Customer confirms that they have read and agree to be bound by these Terms and Conditions.

4. Supply of the Specified Service

4.1 NEF shall at its sole discretion provide the following Specified Service to the Customer:

- (a) Assignment to a Retrofit Consultant to complete a ‘Whole House Retrofit Plan’ including home survey, provision of the plan in a report format and customer consultation for a fee in accordance with the Payment Terms in clause 5.
- (b) Regular newsletter.
- (c) The opportunity to attend occasional online SuperHomes Webinar Events.
- (d) Access to the SuperHomes Facebook Group.
- (e) The option to request an assessment under the ‘SuperHomes Rating Scheme’ for an additional fee.

4.2 NEF shall use its reasonable endeavours to provide the ‘Specified Service’ within the advertised times.

4.3 NEF may at any time without notifying the Customer make any changes to the ‘Specified Service’ which are necessary to comply with any safety or other statutory requirements and/or which do not materially affect the nature or quality of the ‘Specified Service’.

4.4 Any other changes or additions to the ‘Specified Service’ or to these Terms and Conditions will be notified to the Customer in writing by NEF in advance of those changes taking place.

4.5 The Customer is to note that the ‘Whole House Retrofit Plan’ to be issued contains a standard disclaimer statement e.g. limitations of the plan, to which the Customer’s attention is drawn.

5. Payment Terms – ‘Whole House Retrofit Plan’

5.1 When applying for a ‘Whole House Retrofit Plan’, whether online or by phone, Customers are required to accept these Terms and Conditions. NEF’s acceptance of an application creates a legally binding contractual agreement between the Customer and NEF incorporating these Terms and Conditions.

5.2 The fees for a ‘Whole House Retrofit Plans’ are determined by the internal habitable floor area of the subject property and are as follows:

- <150m² = £600 + VAT

- 150-250m² = £700 + VAT
- >250m² = £750 + VAT

- (a) Habitable floor area includes kitchens, utility rooms, bathrooms, cloakrooms / WCs and Conservatories / Orangeries with fixed heating.
- (b) The schedule of fees relates to a single dwelling house only and exclude any outbuildings containing habitable living space within the curtilage of the property.
- (c) Value Added Tax will be charged at the current prevailing rate set by HMRC.

5.3 Upon request of a 'Whole House Retrofit Plan', the customer is liable to pay a 20% deposit of the fee + VAT in advance of the home survey date. The balance of the fee will be payable once the plan is sent to the Resident by the Retrofit Consultant.

5.4 The customer shall pay the balance to NEF within 28 days of the date of invoice.

5.5 Any increase or variation in fees will be communicated to the customer in advance of final payment being due and published on the website (e.g. as a result of a delay in commencing the service through no fault of NEF and during which time fees have been revised or a change in VAT rate occurs).

5.6 If the customer requests an optional assessment against the 'SuperHomes Rating Scheme', an additional fee for this service will apply and a separate agreement between NEF and the Customer will need to be entered into. Please enquire to SuperHomes for further details.

6. Warranties and Liability

6.1 NEF warrants to the Customer that the 'Specified Service' will be provided using reasonable care and skill as far as reasonably possible.

6.2 Except in cases of death or personal injury caused by NEF's negligence, NEF shall not be liable to the Customer by reason of any representation (unless fraudulent or negligent) for any loss of income or profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of NEF or its agents or otherwise) which arise out of or in connection with the provision of the 'Specified Service'. The entire liability of NEF under or in connection with the delivery of the 'Specified Service' shall not exceed 50% of the fee value paid for the said service by the Customer, except as expressly provided in these Terms and Conditions. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.

6.3 NEF shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond NEF's reasonable control, and time shall not be of the essence.

6.4 If at any time prior to or during the 'Specified Service' should NEF believe or propose that the service cannot be provided as intended; could be more appropriately or expeditiously delivered using the services of any agent of NEF or third party (such as an independent Retrofit Coordinator or professional specialist), NEF will advise the Customer without delay. NEF does not give any warranty, guarantee or indemnity in that respect. In such a case, consideration will be made by NEF to the fees already paid by the Customer to NEF at that particular time, however, this does not guarantee that any reimbursement will be made.

6. Termination

6.1 Either party may at any time terminate the agreement by immediate written notice if the other commits any material breach of these Terms and Conditions, becomes bankrupt or makes a voluntary arrangement with its creditors, or acts with vexation (see clause 9.1 for NEF contact details).

6.2 If the Customer terminates the 'Specified Service', the Customer will remain liable for payment of the fee in part or in full as follows:

- (a) On the day of home survey – deposit will be forfeit,
- (b) Following home survey but prior to issue of the retrofit plan to customer – 50% of the fee,
- (c) Following issue of the retrofit plan but prior to taking up the optional consultation within a reasonable time period (deemed as 28 days) – 100% of the fee.

7. Data Protection

7.1 By signing these Terms and Conditions, the Customer is agreeing to NEF's Privacy Notice and Data Protection Policy, the full terms of which can be read [here](#).

7.2 If the Customer enters personal details or data in any enquiry form or contact form you are giving your express permission for your details to be added to our data base for contact and marketing purposes.

8. Waiver

8.1 No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

9. Notices

9.1 Any notice to SuperHomes is to be sent by email to SuperHomes@nef.org.uk or in writing to National Energy Foundation, Suite 2.15, Challenge House, Sherwood Drive, Milton Keynes, MK3 6DP. Notices to the Customer will be sent to the address provided on the contact form, unless SuperHomes is otherwise informed in writing.

10. Entire agreement

10.1 These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

11. Variation

11.1 No variation of the Specified Service shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12. General

12.1 As a Customer of SuperHomes, the Customer agrees to conduct themselves in a professional and business-like manner, treating NEF staff and other residents of the SuperHomes Community who they come into contact with, with respect at all times (e.g. NEF social media platforms). Should NEF receive a complaint about any Customer's behaviour, it reserves the right to suspend them from the SuperHomes Community. Such a complaint may constitute a breach of these Terms and Conditions.

12.2 Our websites use cookies to monitor browsing preferences. If you do allow cookies to be used, certain personal information may be stored by us. We will never share your personal details with third parties without your prior consent.

13. Force majeure

Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14. Third parties

No one other than a party to these Terms and Conditions shall have any right to enforce any of its terms.

15. Governing law

These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

16. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

17. Customer complaints

Should the customer find grounds to complain to NEF regarding the delivery of the 'Specified Service', this should be sent by email to SuperHomes@nef.org.uk or in writing to SuperHomes, National Energy Foundation, Suite 2.15, Challenge House, Sherwood Drive, Milton Keynes, MK3 6DP. Complaints will be dealt with in accordance with NEF's published [Complaints policy](#).