

TERMS AND CONDITIONS FOR CUSTOMERS

1. These terms and conditions shall apply in respect of all goods and services we supply to you whether specified overleaf or otherwise ("the Service"). Except to the extent that these terms and conditions are varied by mutual consent they shall constitute the entire agreement between us and shall prevail over your own terms and conditions. You agree that in entering into this agreement, you shall not rely on any representation or understanding, whether oral or in writing, which is not included or referred to in these terms and conditions.
2. The Service we provide to you is tailored to meet your needs and is based on the information you have supplied us. Where that information is incorrect we reserve the right to either withdraw or amend the Service. Should we withdraw or amend the Service pursuant to the terms of this clause you shall indemnify us against any costs losses and damages we may suffer and we shall at our option issue a new quotation.
 - 3.1 You will pay the price for the Service set out in the relevant quotation issued by us to you. As stated above all quotes are based on the information and instructions you have given us and exclude VAT and remain open for a period of 30 days from issue unless otherwise specified.
 - 3.2 In the event that you require us to carry out additional work on your behalf an additional charge will be levied based on an hourly rate. Details of our current hourly rates are available on request.
 - 3.3 Where the Service is to be provided in stages, each stage will represent a separate contract and at our option will be invoiced separately.
 - 3.4 Payment is in accordance with the terms overleaf and time of payment is of the essence. We will not consider payment to be received until it is represented by cleared funds. We reserve the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998. Any fees incurred by us in recovering payment will be chargeable
 - 3.5 If payment is overdue and/or you are in breach of your obligations set out in this agreement we reserve the right (without prejudice to any other right or remedy available to us) to withdraw or suspend the Service and we will not be liable for any loss you may suffer as a result of application of this clause. We shall have a general lien or right of retention on materials supplied by you to us until payment has been made.
 - 3.6 Payment is to be made in full without any discount deduction, set off or abatement.
 - 3.7 We reserve the right to appropriate any payment made by you and apply it in total or partial satisfaction of any debt due from you to us.
- 4.1 Where you purchase goods from us as part of the Service, risk in the goods will pass to you on delivery. Title in any goods supplied by us to you shall not pass to you until we have received all sums due to us. We reserve the right to enter your premises and you shall grant us access to recover any goods supplied by us to you if payment is not made on the due date.
- 4.2 Where goods are sold by us to you as part of the Service, delivery shall take place at your primary place of business unless otherwise stated. If you do not accept the goods we will store them at your expense until they are resold. We will not be liable for any damage to the goods while they are in storage or transit.
- 4.3 The equipment used in the provision of the Service is supplied by us to you on loan and title shall at all times remain vested in us and we shall have the right to recover such equipment from your premises at any time.
- 4.4 The cost of the provision of the equipment is borne by us on the basis that the contract shall run for a period of 3 years or more; where the contract is terminated by you by reason of a breach of these terms we shall be entitled to recover the cost of such equipment from you to the extent that we are unable to recover that cost from a third party.
- 4.5 Times given for delivery of the Service are estimates only and time shall not be of the essence.
5. We retain the title to any copyright or other intellectual property rights in all materials supplied by us to you.
6. We provide a monitoring service and its effectiveness is dependant on your implementation of the information provided. While we may supply you with observations regarding the information such observations should not in anyway be construed as advice.
7. Subject to the statement contained in clause 6 above we warrant that we will use all due skill and care in providing you with the Service. Other than as expressly provided for in these terms and conditions no other warranty, guarantee or other term relating to the provision of the Service whether implied by statute, common law or otherwise is given, however where we supply goods to you as part of the Service we shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given to us by the persons supplying the goods to us.
8. The Service is available via our website and you will be given an access code to access your information. You shall be responsible for keeping your access code secure and maintaining the connection. Should you require a replacement access code or the Service to be reconnected an additional charge will be applied.
9. While every endeavour is made to ensure that the website is accessible at all times we cannot provide any guarantee to this effect as maintenance work on the website to ensure its effectiveness may be required from time to time.
10. Ownership in the data (excluding any personal data) that is produced pursuant to the provision of the Service shall remain vested in us.
11. We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any materials supplied by you to us or instructions supplied by you which are incomplete, incorrect, inaccurate or illegible, or arising from their late arrival or non-arrival, or any other fault of yours.
12. Except in respect of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of this agreement for any loss of profit or any indirect or consequential loss, loss of goodwill, any destruction of data, damage, costs or expenses whether or not such losses were in the contemplation of the parties and at the date of this agreement, which arise out of or in connection with the provision of the Service and our entire liability to you shall not exceed the price paid for the Service.
13. You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from any breach of these terms and conditions by you, including any third party liabilities incurred by us.
14. Any claim that you may have against us must be notified to us in writing within one month of the claim arising.
15. The term of our engagement shall be as set out overleaf. Where we have quoted for a fixed term our prices are based on the length of that term and it is hereby understood that the bulk of our costs are incurred at the outset of each contract; as such we shall be entitled to recover from you any costs incurred by us (relating to the provision of data flow or otherwise) in the event that the contract is terminated early.
16. The term of our engagement shall automatically renew for the same period as stated overleaf on expiry of the current term unless either party serves written notice to terminate at least 30 days before expiry. In the case of a trial period our engagement shall automatically renew for a period of one year at the end of the trial period unless written notice is given by you no less than 7 days prior to expiry.

We reserve the right to assign or sub-contract any or all of the rights and obligations under these terms and conditions without your further consent to such assignment or sub-contract.
17. For customers opting for the discounted Trial programmes. In the event that savings are identified customers are expected to continue their energy monitoring service with GAIA for a further 12 months minimum.
18. Where you purchase goods or services direct from any party introduced by us the terms of such supply are between you and that partner/sub-contractor
19. If any provision of these terms and conditions (whether in part or in whole) is held by a Court or jurisdiction to be illegal, or unenforceable the parties shall agree to amend the relevant provision as shall be necessary to ensure its application and the remaining provisions of the Contract shall remain full force and effect.
20. Any waiver by us of any breach of or any default under any provision of this agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the terms of this agreement.
21. The terms of the Contracts (Rights of Third Party) Act 1999 shall not apply to these terms and conditions.
22. These terms and conditions shall be governed by the laws of England.