

Model Contract Options for Domestic Biomass Maintenance Services

Which Contract Should Be Used?

Biomass maintenance services fall within the scope of the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* (the CCRs) and the contract you use and your obligations under the law depend on how the contract is agreed.

Use the information below to select the correct contract for use:

Use Contract 1 if the consumer has asked your company to visit their property to carry out urgent repairs or maintenance.

Please note: you cannot sell any other goods or services at the same time without providing cancellation terms. For example, if, during the visit, you ask the consumer to agree to a contract for recurring planned maintenance visits then you should use **Contract 2**.

Use Contract 2 if the planned maintenance work is not urgent and/or if the contract refers to recurring maintenance visits, for example, on an annual basis.

Information requirements

Many of the clauses included in the model contracts below are required by law as set out in the CCRs. However, some of those obligations are not required if **all** of the following circumstances apply:

- the consumer has explicitly asked you to carry out repair and/or maintenance services only; and
- you will perform the repair and/or maintenance service immediately; and
- the cost of the contract is £170 or less.

Your obligations under the law in these specific circumstances are set out in Regulation 11 of the CCRs. However, you must always provide a written contract. For more information on this see: <https://www.businesscompanion.info/en/quick-guides/off-premises-sales/consumer-contracts-off-premises-sales>

Please note:

Businesses must comply with the CCRs otherwise they may be committing a criminal offence. It is your responsibility to comply with relevant consumer laws. Renewable Energy Consumer Code (RECC) members can access guidance on the CCRs and the *Consumer Rights Act 2015* from the Members' Area of the RECC website: www.recc.org.uk .

For more information about the CCRs see the Business Companion site for information on Trading Standards law: <https://www.businesscompanion.info/en/in-depth-guides>

Consumer Contract for Urgent Biomass Maintenance Services - Contract 1

Contract for maintenance services between:

Company Name:	AND	Customer Name:
Company Address:		Customer Address:
Company Email Address:		

Date:

This contract complies with our obligations as certified by **[Insert CB contact details]** set out in MCS 040 (*Planned and Preventative Maintenance of Biomass Appliances - Requirements for Maintenance Engineers carrying out Maintenance Activities*). These requirements recognise competent Maintenance Businesses that can carry out the services necessary as specified by biomass boiler manufacturers and sets out the technical requirements for that work.

1. ACCEPTANCE OF PROPOSAL

1.1 If you wish to proceed then you must sign both copies of this contract, return one of these to us and keep the other for your records; or, we can provide you with these terms as confirmation of the agreement before we commence the service.

1.2 **Please note** that this contract is for urgent maintenance services as set out in the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* and there is no right to cancel this contract once agreed unless we are in breach of our obligations as set out in paragraph 7.

1.3 Please read these terms carefully before signing them. If you need us to explain any of these terms to you, please contact us using the address or telephone number provided at the top of this form. The proposed date for the maintenance work is set out in paragraph 2 and the cost is set out in paragraph 3. If we cannot provide a cost in advance, we will tell you how the cost will be calculated under 3.1 below.

Use of sub-contractors

1.4 We will inform you in writing of the name of any contractor engaged by us to undertake the maintenance work and we will take full responsibility for their work and their compliance with MCS 040 (*Planned and Preventative Maintenance of Biomass Appliances - Requirements for Maintenance Engineers carrying out Maintenance Activities*).

2. Our **MAIN OBLIGATION** to you is to do the work with all reasonable care and skill according to the standard set out in MCS 040 (*Planned and Preventative Maintenance of Biomass Appliances - Requirements for Maintenance Engineers carrying out Maintenance Activities*).

2.1 We plan to carry out the maintenance work on: **[enter date and time as agreed]**

3. Your **MAIN OBLIGATION** to us is to make the payments due to us:

DELETE AS APPROPRIATE. USE THE FOLLOWING PARAGRAPH IF THE COST OF THE MAINTENANCE IS KNOWN IN ADVANCE OF THE WORK:

3.1 The maintenance visit will cost: **[enter amount]** *including VAT*. And you must pay within: **[enter number of weeks]** of receiving the invoice. We will not take any payments in advance of our visits.

OR

3.1 If we cannot provide a cost in advance, the cost will be calculated as follows: **[specify here how the cost is to be calculated]**.

3.2 Payment terms: **[enter arrangements for payment here and any other payment terms that will be relevant such as payment deadlines and means of payment]**.

Consequences of late payment

3.3 If you fail to pay the amount specified in an invoice by the due date then we may charge interest until the full amount is paid. The interest rate we charge will be **[2.5]**% above the base rate set by the Bank of England. Please also see 'our rights', paragraphs 7.3 and 7.4.

PLEASE NOTE: Any interest imposed on outstanding amounts must reflect actual losses incurred. 2.5% is likely to be a maximum allowable.

4. CONSEQUENCE OF DELAY

4.1 We will make every effort to complete the work by the time agreed with you. You must appreciate, however, that sometimes delays may occur for reasons beyond our control. Such reasons may include, for example, severe weather. We cannot be held responsible for those delays.

4.1.1 If such delays occur, we will tell you as soon as possible and we will adjust the timetable.

4.1.2 In the case of severe delays that are within our control then you can cancel the contract as detailed in paragraph 7 of this contract.

4.1.3 In the case of delay caused by you, please see 'our rights', paragraphs 7.3 and 7.4.

5 UNEXPECTED WORK

5.1 Our hourly or daily costs that would result from any unexpected work due to conditions or special circumstances beyond our control are as follows: **[enter details here of hourly or daily costs resulting from any unexpected work as described in this paragraph]**

5.2 Where unexpected work arises, we will tell you and ask how you want us to proceed. If you want us to continue then paragraph 5.3 will apply.

5.3 We will then adjust the price:

- by written agreement beforehand, if possible; or if not then
- by later written agreement; or if not then
- by referring to any priced documents, if this applies; or if not then
- by a reasonable amount for the work done or goods supplied.

6. SUPPLY OF SERVICES

6.1 In addition to giving us access to the biomass system on the day of the agreed maintenance visit, you must provide the following for our use free of any charge:

- water;
- electricity supply;
- safe and easy access to your property from the public highway;
- easy access to the location within the property where the maintenance work is to take place by removing all belongings.

6.2 Wherever reasonably possible, you must provide the following for our use free of any charge:

- washing facilities and toilets;
- adequate storage space.

If you are not able to provide us with any of these services, you must inform us as soon as possible to allow us to make adequate alternative arrangements.

7. BREACH OF OBLIGATIONS

7.1 If there is a serious delay to our delivery of the maintenance service for reasons that are outside your control then you will be entitled to cancel the contract.

7.2 Additionally, if we are in serious breach of our obligations as detailed in this contract then you have a right to:

- cancel the contract and receive an appropriate refund; or,
- ask for compensation.

Our rights

7.3 If you are in serious breach of your obligations as set out in this contract and you fail to remedy that breach within 7 days of receiving written notice from us about that breach, then we have a right to cancel the contract. We must give you reasonable opportunity to put right the alleged breach.

7.4 If we suffer a loss as a result of your breach of contract, we will take reasonable steps to prevent the loss from getting worse. If your breach of contract leads to a cancellation then you may have to pay compensation for reasonable costs or losses reasonably incurred. For example, if we travel to your address and we cannot gain access to perform the maintenance work.

8 DISPUTE RESOLUTION

8.1 If at any time a dispute arises between you and us that cannot be resolved you can refer the matter to be handled through the **[Insert CB name]** dispute resolution procedure provided it falls within their remit: disputes relating to work under MCS 040 (*Planned and Preventative Maintenance of Biomass Appliances - Requirements for Maintenance Engineers carrying out Maintenance Activities*). We must agree to follow this procedure if that is your wish.

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DELETE AS APPROPRIATE:

9.1 This agreement is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

OR:

9.1 This agreement is governed by Scottish law and the Scottish courts or by the law and the courts governing where your property is if this is outside Scotland.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you must (where applicable) also tell your customer:

- if you are acting on behalf of another trader;
- the address that should be used for complaints if it is different from that as set out at the start of this document;
- if you offer any after-sales consumer assistance, services or guarantees and provide applicable terms; and
- if you are a member of any code of conduct and how that code can be obtained.

Consumer Contract for Biomass Maintenance Services - Contract 2

Contract for maintenance services between:

Company Name:	AND	Customer Name:
Company Address:		Customer Address:
Company Email Address:		

Date:

This contract complies with our obligations as certified by **[Insert CB contact details]** set out in MCS 040 (*Planned and Preventative Maintenance of Biomass Appliances - Requirements for Maintenance Engineers carrying out Maintenance Activities*). These requirements recognise competent Maintenance Businesses that can carry out the services necessary as specified by biomass boiler manufacturers and sets out the technical requirements for that work.

1. ACCEPTANCE OF PROPOSAL

1.1 If you wish to proceed then you must sign both copies of this contract, return one of these to us and keep the other for your records; or, we can provide you with these terms as confirmation of the agreement before we commence the service.

1.2 Please read these terms carefully before signing them. If you need us to explain any of these terms to you, please contact us using the address or telephone number provided at the top of this form. The proposed date (and duration of contract where applicable) for the maintenance work is set out in paragraph 2 and the cost is set out in paragraph 3. If we cannot provide a cost in advance, we will tell you how the cost will be calculated under 3.1 below.

1.3 See paragraph 7 for your rights to cancel this contract.

Use of sub-contractors

1.4 We will inform you in writing of the name of any contractor engaged by us to undertake the maintenance work and we will take full responsibility for their work and their compliance with MCS 040 (*Planned and Preventative Maintenance of Biomass Appliances - Requirements for Maintenance Engineers carrying out Maintenance Activities*).

2. Our **MAIN OBLIGATION** to you is to do the work with all reasonable care and skill according to the standard set out in MCS 040 (*Planned and Preventative Maintenance of Biomass Appliances - Requirements for Maintenance Engineers carrying out Maintenance Activities*).

DELETE AS APPROPRIATE:

Use the following paragraph for single and non-recurring maintenance visits where there are no on-going obligations on either you (the trader) or the customer.

2.1 We plan to carry out the maintenance work on: **[enter date and time as agreed]**

OR:

Use this paragraph for a recurring contract of, for example, one site visit per year for a specified number of years.

2.1 The initial period of the contract is for **[enter number of years]** years and we will undertake **[enter number of visits]** visits per year. The first maintenance visit will take place on: **[enter date and time agreed]**. The contract will continue for the period specified in this paragraph, unless it is terminated by us or by you as described in paragraph 7. **[Add the following sentence where applicable:]** We will not take any payments in advance of our visits.

PLEASE NOTE: If you intend to ask the consumer for payment in advance (or for Direct Debit payments) for recurring visits then the agreement should clearly set out:

- the contract period;
- the number of visits per year;
- the cost of each visit;
- that the consumer will receive a written reminder a reasonable time before any renewal takes effect;
- that this contract document will form the terms of any renewal; and
- that the rights to cancellation as set out in paragraph 7 will apply.

3. Your **MAIN OBLIGATION** to us is to make the payments due to us:

DELETE AS APPROPRIATE. USE THE FOLLOWING PARAGRAPH IF THE COST OF THE MAINTENANCE IS KNOWN IN ADVANCE OF THE WORK:

3.1 The maintenance visit will cost: **[enter amount]** including VAT. And you must pay within: **[enter number of weeks]** of receiving the invoice.

OR

3.1 If we cannot provide a cost in advance, the cost will be calculated as follows: **[specify here how the cost is to be calculated]**.

3.2 Our payment terms are as follows: **[enter arrangements for payment here and any other payment terms that will be relevant such as payment deadlines and means of payment]**.

[Add the following sentence where applicable:] We will not take any payments in advance of our visits.

Consequences of late payment

3.3 If you fail to pay the amount specified in an invoice by the due date then we may charge interest until the full amount is paid. The interest rate we charge will be **[2.5%]** above the base rate set by the Bank of England. Please also see 'our rights', paragraphs 8.3 and 8.4.

PLEASE NOTE: Any interest imposed on outstanding amounts must reflect actual losses incurred. 2.5% is likely to be a maximum allowable.

4. CONSEQUENCE OF DELAY

4.1 We will make every effort to complete the work by the time agreed with you. You must appreciate, however, that sometimes delays may occur for reasons beyond our control. Such reasons may include, for example, severe weather. We cannot be held responsible for those delays.

4.1.1 If such delays occur, we will tell you as soon as possible and we will adjust the timetable.

4.1.2 In the case of severe delays that are within our control then you can cancel the contract as detailed in paragraph 7 of this contract.

4.1.3 In the case of delay caused by you, please see 'our rights', paragraphs 8.3 and 8.4.

5 UNEXPECTED WORK

5.1 Our hourly or daily costs that would result from any unexpected work due to conditions or special circumstances beyond our control are as follows: **[enter details here of hourly or daily costs resulting from any unexpected work as described in this paragraph]**

5.2 Where unexpected work arises, we will tell you and ask how you want us to proceed. If you want us to continue then paragraph 5.3 will apply.

5.3 We will then adjust the price:

- by written agreement beforehand, if possible; or if not then
- by later written agreement; or if not then
- by referring to any priced documents, if this applies; or if not then
- by a reasonable amount for the work done or goods supplied.

6.1 In addition to giving us access to the biomass system on the day of the agreed maintenance visit, you must provide the following for our use free of any charge:

- water;
- electricity supply;
- safe and easy access to your property from the public highway;
- easy access to the location within the property where the maintenance work is to take place by removing all belongings.

6.2 Wherever reasonably possible, you must provide the following for our use free of any charge:

- washing facilities and toilets;
- adequate storage space.

If you are not able to provide us with any of these services, you must inform us as soon as possible to allow us to make adequate alternative arrangements.

7 CONTRACT CANCELLATION

7.1 This contract can be terminated by us or by you (the customer) by giving written notice of at least 30 days in advance of any scheduled maintenance visit. You may use the cancellation form below for this purpose, but this is not obligatory.

IMPORTANT: You must use paragraphs 7.2 to 7.4 if the contract agreement is for planned and non-urgent maintenance and:

- is agreed exclusively by distance (by phone or via the internet). These are known as 'distance' contracts; **OR**
- the consumer signs the contract agreement in their own home while you (the trader) or a representative of your company is present. These are known as 'off-premises' contracts.

You can **delete** 7.2 to 7.4 if you are sure this contract is neither a 'distance' nor an 'off-premises' contract as defined by the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations, 2013*.

RETAIN 7.2-7.4 if a 'distance' or 'off-premises premises' contract.

7.2 Biomass maintenance services fall within the scope of the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*. You therefore have the right to cancel this contract without penalty during the 'cancellation period' without giving any reason. **The cancellation period lasts 14 days and starts the day after the contract is agreed.** Any advanced payments you have made (such as a deposit) will be returned to you.

7.3 To cancel this contract as described in 7.1 or 7.2, you must inform us of your decision by a clear statement by letter sent by post or email to the address above. You may use the attached cancellation form set out below, but this is not obligatory.

7.4 If you want the work to start during the cancellation period referred to in 7.2 then you **must request this in writing and sign the request**. If you have requested this and we start or complete the maintenance work before you cancel the contract within the cancellation period then you will be responsible for the costs of the services already supplied.

8. BREACH OF OBLIGATIONS

8.1 If there is a serious delay to our delivery of the maintenance service for reasons that are outside your control then you will be entitled to cancel the contract.

8.2 Additionally, if we are in serious breach of our obligations as detailed in this contract then you have a right to:

- cancel the contract and receive an appropriate refund; or,
- ask for compensation.

Our rights

8.3 If you are in serious breach of your obligations as set out in this contract and you fail to remedy that breach within 7 days of receiving written notice from us about that breach, then we have a right to cancel the contract. We must give you reasonable opportunity to put right the alleged breach.

8.4 If we suffer a loss as a result of your breach of contract, we will take reasonable steps to prevent the loss from getting worse. If your breach of contract leads to a cancellation then you may have to pay compensation for reasonable costs or losses reasonably incurred. For example, if we travel to your address and we cannot gain access to perform the maintenance work.

9 DISPUTE RESOLUTION

10.1 If at any time a dispute arises between you and us that cannot be resolved you can refer the matter to be handled through the **[Insert CB name]** dispute resolution procedure provided it falls within their remit: disputes relating to work under MCS 040 (*Planned and Preventative Maintenance of Biomass Appliances - Requirements for Maintenance Engineers carrying out Maintenance Activities*). We must agree to follow this procedure if that is your wish.

DELETE AS APPROPRIATE:

11.1 This agreement is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

OR:

11.1 This agreement is governed by Scottish law and the Scottish courts or by the law and the courts governing where your property is if this is outside Scotland.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you must (where applicable) also tell your customer:

- if you are acting on behalf of another trader;
- if the contract includes a fixed minimum duration;
- the address that should be used for complaints if it is different from that as set out above;
- if you offer any after-sales consumer assistance, services or guarantees and provide applicable terms; and
- if you are a member of any code of conduct and how that code can be obtained.

Model cancellation form

You can use the form below to cancel the contract as described in paragraphs 7.1 and 7.2 of the contract.

To **[insert trader's name, geographical address and, where available, fax number and email address are to be inserted by the trader]:**

I/We [*] hereby give notice that I/We [*] cancel my/our [*] **contract** of sale of the supply of biomass maintenance service under the standard: MCS 040 (*Planned and Preventative Maintenance of Biomass Appliances - Requirements for Maintenance Engineers carrying out Maintenance Activities*).

Ordered on [*] / 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