
TERMS AND CONDITIONS OF SALE OF GOODS AND INSTALLATION SERVICES

BACKGROUND:

These Terms and Conditions are the standard terms which apply when a customer places an order for goods and installation services and Duchy Eco Heating (“the Trader”) accepts the order and the contract is made “off the premises” of the Trader.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business”	means any business, trade, craft or profession carried on by You or any other person/organisation;
“Commercial Unit”	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who purchases Goods for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Contract”	means the contract for the sale and purchase of the Goods and Services under these Terms and Conditions;
“Goods”	means the Goods We will supply which We will install as part of the Services;
“Inseparably Mixed Goods”	means Goods that have become mixed inseparably (according to their nature) with other items after delivery;
“Model Cancellation Form”	means either of the model cancellation forms attached as Schedule 1;
“Order”	means Your completed order for the purchase and delivery of Goods and provision of Services;
“Personalised Goods”	means goods that are made to Your specifications or are clearly personalised;

“Sales Literature”	means any brochures, catalogues, leaflets, price lists and other documents providing details of Goods and Services available and pricing information;
“Services”	means the services We will provide which involve the installation of the Goods You have purchased;
“We/Us/Our”	means the Trader and includes all employees, agents and sub-contractors of the Trader;
“You/Your”	means a Consumer who is a customer of the Trader.

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, [text message,] fax or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a Sole Trader.
- 2.2 We trade under the name Duchy Eco Heating.
- 2.3 Our registered office is at Penstraze Business Park Truro TR4 8PN.

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01326 727398 or by email at info@duchyechoheating.co.uk.
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email at info@duchyechoheating.co.uk.; or
 - 3.2.2 contact Us by post at Duchy Eco Heating, Penstraze Business Park Truro TR4 8PN..

4. The Contract

- 4.1 These Terms and Conditions govern the sale of Goods and Services by Us and will form the basis of the Contract between Us and You. Before making Your Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 4.2 Nothing provided by Us including, but not limited to Sales Literature, constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 4.3 A legally binding contract between Us and You will be created upon our acceptance in writing of Your Order.
- 4.4 We will ensure that the following information is given or made available to You prior to the formation of the Contract between Us and You, save for where such information is already apparent from the context of the transaction:
 - 4.4.1 The main characteristics of the Goods and Services;
 - 4.4.2 Our identity (set out on page 1 and in Clause 2) and contact details (set out in Clause 3);
 - 4.4.3 The total price for the Goods and Services including taxes or, if the nature of the Goods or Services is such that the price cannot be calculated in advance, the manner in which it will be calculated;
 - 4.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 4.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods and perform the Services;
 - 4.4.6 Our complaints handling policy;
 - 4.4.7 Information about Your right to cancel during the “cooling off” period (set out in Clause 11);
 - 4.4.8 We will ensure that You are aware of Our legal duty to supply goods that are in conformity with the Contract;
 - 4.4.9 Where applicable, details of after-sales services and commercial guarantees;
 - 4.4.10 Where applicable, the functionality, including appropriate technical protection measures, of digital content; and
 - 4.4.11 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

5. Description and Specification of Goods and Services

- 5.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our Sales Literature and descriptions provided by our salespeople. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate [due to [discrepancies that may arise during the printing process] **AND/OR** [differences in the colour reproduction of electronic displays]].

- 5.2 If You receive any Goods that do not conform to illustrations, photographs or descriptions under sub-Clause 5.1 You may return those Goods to Us as provided in Clause 10.
- 5.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any Sales Literature We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, You have received the wrong Goods, You may return those Goods to Us as provided in Clause 10. If, as a result of any such error or omission, You have paid too much, We will refund the excess paid for the Goods.
- 5.4 We reserve the right to make any changes in the specification of the Goods or Services that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

6. Orders

- 6.1 All Orders You place for Goods and Services will be subject to these Terms and Conditions.
- 6.2 You may change Your Order at any time before We despatch the Goods by contacting Us. [Requests to change Orders do not need to be made in writing.]
- 6.3 If You change Your Order We will inform You in writing of any change to the Price.
- 6.4 You may cancel Your Order at any time before We despatch the Goods by contacting Us. If You have already paid for the Goods under Clause 7, We will refund the payment to You within 7 days. [If You request that Your Order be cancelled, You must confirm this cancellation in writing.]
- 6.5 We may cancel Your Order at any time before We despatch the Goods in the following circumstances:
 - 6.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
 - 6.5.2 An event outside of Our control continues for more than 10 days (please see Clause 15 for events outside of Our control).
- 6.6 If We cancel Your Order under sub-Clause 6.5 and You have already paid for the Goods under Clause 7, We will refund the payment to You within 5 days. If We cancel Your Order, We will confirm the cancellation in writing.

7. Price and Payment

- 7.1 The price of the Goods and Services will be that shown in Our quotation in force at the time of Your Order. If the price shown in Your Order differs from Our current price We will inform You upon receipt of Your Order.
- 7.2 If We quote a special price which is different from the price shown in Our current quote, the special price will be valid for 7 days or, if the special price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the special price even if We do not accept the Order until after the period has expired.
- 7.3 We may change Our prices at any time but these changes will not affect any Orders that We have already accepted.

- 7.4 We have made every reasonable effort to ensure that our prices, as shown in Our current prices are correct. Prices will be checked when We process Your Order. If the actual price of the Goods is lower than that stated in Your Order, We will charge You the lower price. If the actual price of the Goods is higher than that stated in Your Order, We will ask You how You wish to proceed.
- 7.5 All prices include VAT. If the rate of VAT changes between the date of Your Order and the date of Your payment, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any prices where We have already received payment in full from You.
- 7.6 Our prices include the cost of delivery. You must pay the deposit for the Goods and Services in advance before We can despatch the Goods to You.
- 7.7 We accept the following methods of payment:
 - 7.7.1 BACS;
 - 7.7.2 CHEQUE;
 - 7.7.3 CASH;
 - 7.7.4 PayPal (3% surcharge).

8. Delivery

- 8.1 Please note that delivery is currently only possible within the United Kingdom
- 8.2 When We accept Your Order, We will provide an estimated delivery date and (if different) a date for performance of the Services. Please note that estimated delivery dates may vary according to the availability of Goods, Your location, and circumstances beyond our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 calendar days after the date on which the Contract is formed.
- 8.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in Your Order and You (or someone identified by You) have taken physical possession of the Goods or, if You are collecting the Goods from Us Yourself, when You have collected the Goods.
- 8.4 If for any reason We are unable to deliver the Goods at Your chosen delivery address, We will leave a note informing You that the Goods have been returned to Our premises, requesting that You contact Us to arrange re-delivery.
- 8.5 The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 8.4 at which point it will pass to You. Please note, however, that if You do not wish to collect the Goods and do not wish to use Our nominated carrier to deliver them, instead choosing Your own carrier, the risk in the Goods will pass to You as soon as they are passed to Your chosen carrier.
- 8.6 You own the Goods once We have received payment in full for them, including final invoices
- 8.7 Please note carefully the following:
 - 8.7.1 If We refuse to deliver the Goods, You may treat the Contract as being at an end and We will reimburse You without undue delay.
 - 8.7.2 If delivery of the Goods within the agreed time period or at the agreed time was essential (taking into account the relevant circumstances at the time the Contract was formed) and We fail to deliver, You may treat

the Contract as being at an end and We will reimburse You without undue delay.

- 8.7.3 If You have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.
- 8.8 If any of the events in sub-Clause 8.9 occur You may, instead of treating the Contract as being at an end, specify a new delivery time or time period. If We continue to fail to deliver the Goods, You may treat the Contract as being at an end and We will reimburse You without undue delay.
- 8.9 If, despite the events in sub-Clause 8.9 and 8.10, You choose not to treat the Contract as being at an end, Your right to cancel Your Order or to reject the Goods will be unaffected. If You do so, We will reimburse You without undue delay.
- 8.10 If the Goods form a Commercial Unit, You may only reject or cancel all of the Goods, not a portion of them.

9. Providing the Services

- 9.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the Heating and air conditioning sector
- 9.2 We will begin providing the Services on the date We notify to You under Clause 8.2.
- 9.3 We will make every reasonable effort to complete the Services on time and in accordance with the specification contained in the Sales Literature. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 15 for events outside of Our control.

10. Faulty, Damaged or Incorrect Goods

- 10.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase. If any Goods You have purchased do not comply and, for example, have faults or are damaged when You receive them, or if You receive incorrect Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement.
- 10.2 If You request a repair or replacement and:
- 10.2.1 it is not possible for Us to repair or replace the Goods;
- 10.2.2 arranging a repair or providing a replacement would impose a significant burden on Us;
- 10.2.3 We would not be able to arrange a repair or provide a replacement within a reasonable time and without significant inconvenience to You
- You may opt either to keep the Goods at a reduced price, or to cancel the Contract and receive a refund. Please note that We may reduce such refunds to take account of any use You have had of the Goods since they were delivered to You.
- 10.3 Please note that You will not be eligible to claim under this Clause 10 if:

- 10.3.1 We informed You of any faults, damage or other problems with the Goods before Your purchase of them;
- 10.3.2 You have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from Your use of the Goods for that purpose; or
- 10.3.3 the problem is the result of normal wear and tear, misuse or intentional or careless damage.

Please also note that You may not return Goods to Us under this Clause 10 merely because You have changed Your mind. Please refer to Clause[s] 11 [and 12] for details of what to do if You change Your mind.

- 10.4 To return Goods to Us for any reason under this Clause 10, You may do so in person during Our business hours of 9-5 or You may return them to Us by post or another suitable delivery choice. [You may alternatively request that We collect the Goods from You. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case, however We may appoint a third party carrier to collect them in which case We will provide You with all relevant details.] We will be fully responsible for the costs of returning Goods under this Clause 9 and will reimburse You where appropriate.
- 10.5 Repairs made under this Clause 10 will be carried out within a reasonable time [and in any event within 28 days of Our receipt of the Goods]. Replacements issued under this Clause 10 will be dispatched within a reasonable time [and in any event within 28 days of Our receipt of the original Goods]. All repairs and/or replacements will be performed and/or issued at Our expense. We will issue refunds (whether full or partial, including reductions in price) under this Clause 10 within 10 days of the event triggering the refund.
- 10.6 All refunds issued under this Clause 10 will include all delivery costs paid by You when the Goods were originally purchased.
- 10.7 For further information on Your rights as a consumer, please contact Your local Citizens Advice Bureau or Trading Standards Office.

11. Cancellation of Contract During the Cooling Off Period

- 11.1 Where the Contract is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the Contract has been made and ends:
 - 11.1.1 in relation to the Goods, 14 calendar days after the Goods have been delivered. If the Goods are delivered in instalments, the 14 calendar day period begins on the day that You receive the final instalment;
 - 11.1.2 in relation to the Services, at the end of 14 calendar days after the date on which the Contract was made.
- This right will not apply to Personalised Goods or Inseparably Mixed Goods.
- 11.2 If You wish to cancel the Contract within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post, fax or email to the postal address, fax number or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
 - 11.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the

cancellation period has expired.

- 11.4 If You exercise the right to cancel in relation to the Services:
 - 11.4.1 You will receive a full refund of any amount paid to Us in respect of the Services;
 - 11.4.2 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.
- 11.5 If You exercise the right to cancel in relation to the Goods:
 - 11.5.1 We will issue a refund within 10 days and in any event no later than 14 calendar days after We receive the returned Goods and the refund will include standard delivery charges;
 - 11.5.2 You must return the Goods to Us within 14 calendar days of the day on which You inform Us that You wish to return the Goods. You must pay return shipment costs if Goods are returned under this Clause 11;
 - 11.5.3 We will not refund additional costs such as express delivery and gift-wrapping;
 - 11.5.4 We may make a deduction from the refund for loss in value of any goods supplied, if the loss is the result of unnecessary handling by You.
- 11.6 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 11.7 If You wish Us to begin providing the Services on a date that falls within the cooling off period You must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. [This request forms a normal part of the ordering process.] By making such a request You acknowledge and agree to the following:
 - 11.7.1 If We fully perform the Services within the 14 calendar day cooling off period, You will lose the right to cancel after the Services are complete (although You may still have the right to return the Goods);
 - 11.7.2 If You cancel the Services after provision has begun but before it is complete You will still be required to pay for the Services supplied up until the point at which You inform Us of Your wish to cancel;
 - 11.7.3 The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis;
 - 11.7.4 We will process any refund within 7 days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 11.8 [Clause 12 applies to termination of the Contract after the 14 calendar day cooling off period has elapsed.]

12. [Returning Goods If You Change Your Mind

- 12.1 If after the 14 calendar day cooling off period referred to in Clause 11 has expired You are not satisfied with any Goods purchased from Us You have the right to return them in exchange for a refund [or a replacement], subject to the provisions of this Clause 12. This Clause 12 does not apply to Goods that are

incorrect, faulty or damaged. For Goods that are incorrect, faulty or damaged please refer to Clause 9. This Clause 12 does not apply to Personalised Goods or Inseparably Mixed Goods.

- 12.2 If You wish to return Goods to Us under this Clause 12 You must do so within 5 days of taking delivery (or collecting them from Us), telling Us why You wish to return the Goods.
- 12.3 If You are returning any Goods to Us under this Clause 12 they must be in their original condition [, in their original, un-opened packaging], accompanied by proof of purchase.
- 12.4 You may return Goods to Us in person during Our business hours of 9-5 or You may return them by post or another suitable delivery service of Your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 12.
- 12.5 [You may request that We collect the Goods from You. Please ensure that the Goods are ready for collection at the agreed time and location. You are solely responsible for the cost to Us of collecting the Goods under this Clause 12.]
- 12.6 We will issue refunds [or replacements] immediately if You return Goods to Us in person or within 5 days of Our receipt of the Goods if You return Goods to Us by post or similar delivery service [or if We collect the Goods from You.]]
- 12.7 If We have started to provide the Services when You give notice of Your wish to return the Goods, You will still be required to pay for the Services supplied up until the point at which You inform Us of Your wish to cancel. The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. We will refund any sums that have already been paid for the Services subject to deductions calculated on this basis.

13. Guarantee

- 13.1 We guarantee that for a period from the date of delivery, the Goods will be free from material defects. This guarantee is subject to the exceptions listed in sub-Clause 13.2.
- 13.2 Our guarantee does not apply to any defects in the Goods caused by:
 - 13.2.1 Normal wear and tear;
 - 13.2.2 Deliberate damage and/or misuse of the Goods;
 - 13.2.3 Accidental damage;
 - 13.2.4 Failure to use the Goods in accordance with their instructions; or
 - 13.2.5 The alteration or repair of by You or any third party that is not authorised by Us.
- 13.3 Our guarantee exists in addition to Your legal rights as a consumer (that the Goods match Our description, that they are of satisfactory quality and that they are fit for purpose). More information on Your rights as a consumer can be obtained from Your local Citizens Advice Bureau or Trading Standards Office.]

- 13.1 The Goods are also provided with a manufacturer's guarantee. For further details and terms please refer to the manufacturer's guarantee documentation

supplied with the Goods.

- 13.2 The manufacturer's guarantee exists in addition to Your legal rights as a consumer (that the Goods match Our description, that they are of satisfactory quality and that they are fit for purpose). More information on Your rights as a consumer can be obtained from Your local Citizens Advice Bureau or Trading Standards Office.]

14. Complaints and Feedback

- 14.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 14.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our website.
- 14.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- 14.3.1 In writing, addressed to Adrian Miles, Duchy Eco Heating;
- 14.3.2 By email, addressed to Adrian Miles, complaints@duchyeoheating.co.uk;]
- 14.3.3 By contacting Us by telephone on 01326 727398 [and choosing option 2 when prompted.

15. Events Outside of Our Control (Force Majeure)

- 15.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .
- 15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 15.2.1 We will inform You as soon as is reasonably possible;
- 15.2.2 Our obligations under the Contract will be suspended and any time limits that We are bound by will be extended accordingly;
- 15.2.3 We will inform You when the event outside of Our control is over and provide details of any new delivery dates or availability of Goods as necessary;
- 15.2.4 If the event outside of Our control continues for more than 7 days We will cancel the Contract and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible;

15.2.5 If an event outside of Our control occurs and You wish to cancel the Contract, You may do so in accordance with Your right to cancel under sub-Clause 6.4.

16. Liability

- 16.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 16.2 We will maintain suitable and valid insurance including public liability insurance.
- 16.3 We only supply Goods and Services for domestic and private use. We make no warranty or representation that the Goods and Services are fit for commercial, business or industrial purposes of any kind (including resale). By placing an Order, You agree that You will not use the Goods or Services for such purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 16.4 If We cause any damage to Your property while providing the Services, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We discover while providing the Services.
- 16.5 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 16.6 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 16.7 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

17. How We Use Your Personal Information (Data Protection)

- 17.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.
- 17.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from our website.

18. Other Important Terms

- 18.1 We may transfer (assign) Our obligations and rights under the Contract to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Contract will not be

affected and Our obligations under the Contract will be transferred to the third party who will remain bound by them.

- 18.2 [You may transfer (assign) the benefit of the guarantee in Clause 13 to any person who purchases the Goods from You after You have completed purchasing the Goods from Us.]
- 18.3 You may not transfer (assign) Your [other] obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission (such permission not to be unreasonably withheld).
- 18.4 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Contract. [This is subject to sub-Clause 18.2 and any purchaser to whom the guarantee has been transferred under that sub-Clause will be entitled to enforce the guarantee.]
- 18.5 If any provision of the Contract or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 18.6 No failure or delay by Us or You in exercising any rights under the Contract means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Contract means that We or You will waive any subsequent breach of the same or any other provision.

19. Law and Jurisdiction

- 19.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 19.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

SCHEDULE 1

CANCELLATION FORM FOR GOODS

To: Duchy Eco Heating, Penstraze Business Park Truro TR4 8PH

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for the sale of the following goods.

Description of goods:

Ordered/ (delete as appropriate) on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date: