



CUSTOMER TERMS & CONDITIONS

For energy efficiency, retrofit, low-carbon and renewable energy services

Verta Energy Solutions Ltd ("Verta", "we", "us" or "our") provides energy efficiency, retrofit, low-carbon, renewable energy and related property services. These Terms explain how we contract with customers, how project-specific standards and schemes apply, what each party is responsible for, how payment and cancellation work, and what happens if work changes, is delayed or a problem arises.

AT A GLANCE

ORGANISATION	Verta Energy Solutions Ltd
EMAIL	info@verta-energy.co.uk
TELEPHONE	01978 254180
LOCATION	Wrexham, Wales, UK
REGISTERED NUMBER	[TO COMPLETE BEFORE PUBLICATION]
REGISTERED OFFICE	[TO COMPLETE BEFORE PUBLICATION]
REGISTERED IN	[TO COMPLETE BEFORE PUBLICATION]
SCHEME DETAILS	TrustMark / MCS registration details are shown in the project documents where applicable
EFFECTIVE	25 September 2026 Version 1.0

Publication control: complete the bracketed company registration and registered office fields before placing these Terms live. The website must also display the company number, registered office and place of registration.

BETTER HOMES. DONE PROPERLY.

01 Who we are

Verta Energy Solutions Ltd ("Verta", "we", "us" or "our") provides energy efficiency, retrofit, low-carbon, renewable energy and related property services. Depending on the project this may include enquiries, surveys and assessments, design, supply, installation, testing, commissioning, handover, aftercare, remedial work, warranties and compliance evidence.

Our website, quotations, contracts and project records may refer to specific certification, quality or technical routes. PAS 2030:2023, PAS 2035:2023, MCS and TrustMark apply only where the quotation or Contract expressly says that they apply to the relevant work, measure or service. A project may use one route, several routes together, or none of them where they are not applicable.

02 What these Terms cover

These Terms are intended primarily for private consumers purchasing work for a home or residential property. They also form part of a Contract with a landlord, company or other business customer unless the project documents state that separate business terms apply. Consumer-specific statutory rights apply only where the law gives them to the customer.

These Terms apply to quotations accepted on or after the effective date shown on the front page. They should be read together with the quotation, scope of works, survey or assessment, design, specification, payment schedule, cancellation information, guarantee or warranty information and any scheme-specific documents supplied for your project.

03 Your statutory rights come first

Nothing in these Terms removes or restricts a right or remedy that cannot lawfully be excluded. In particular, where you are a consumer, goods must meet the statutory requirements that apply to them and services must be carried out with reasonable care and skill. Information we give you about the service can form part of the Contract where consumer law says it does.

If a term in these Terms conflicts with mandatory consumer law, building law, health and safety law or a mandatory requirement of an applicable scheme, the mandatory rule prevails. If two applicable scheme requirements differ, we will follow the requirement that lawfully applies to the particular measure and, where both can be met, the more protective or more specific requirement.

We will not rely on a term to avoid responsibility for work that the law requires us to perform properly, or to prevent you using a statutory remedy.

04 Definitions and contract documents

- "Contract" means the legally binding agreement between you and Verta, comprising the accepted quotation or order, these Terms and the project documents identified in the quotation.
- "Customer" or "you" means the person or organisation entering into the Contract with Verta.
- "Works" means the goods, services, measures, installation, design or other work described in the Contract.
- "Property" means the property, dwelling, building or site where the Works are to be carried out.
- "Scheme Requirements" means any current mandatory rules of PAS 2030:2023, PAS 2035:2023, MCS, TrustMark, a funding scheme, certification body or guarantee provider that the Contract says apply.

If documents conflict, the order of precedence is: mandatory law; mandatory Scheme Requirements; an expressly agreed written variation; the accepted quotation or order and its scope/specification; any project-specific design; these Terms; and other supporting information. A later document does not change the Contract unless the change is clear and agreed where agreement is required.

05 Quotations, estimates and surveys

A quotation is based on the information reasonably available when it is issued, including information you provide, our survey findings and any assumptions stated in the quotation. Unless stated otherwise, a quotation is valid for the period shown on it and may be withdrawn before acceptance.

Our quotations will identify the main Works, price, VAT where applicable, expected timescale, payment arrangements, principal products or systems, guarantees or financial protection where known, and any material exclusions or customer actions. Where MCS applies, the quotation and Contract will also include the information required by the applicable MCS scheme documents.

Unless the Contract expressly includes an intrusive or specialist survey, a standard property survey is visual and non-destructive. It is not automatically a structural survey, asbestos survey, drainage survey, electrical installation condition report, gas safety inspection, invasive moisture investigation or legal title review. If our survey identifies a concern, or a competent person reasonably considers further investigation necessary, we may require that investigation before design or installation proceeds.

An estimate is not a fixed price unless it is clearly described as a fixed quotation. Any reason for changing an agreed fixed price must be handled under the variation provisions in these Terms.

06 When a Contract is formed

A Contract is formed when you accept our quotation or order in the method we specify and we confirm acceptance, or when we otherwise clearly agree to proceed. Acceptance may be by electronic signature, online acceptance, written signature or another durable method agreed with you.

We may decline an order before acceptance where, for example, the work falls outside our competence or certification scope, required funding or approvals are unavailable, a survey shows the proposed solution is unsuitable, or there is a health and safety or regulatory concern.

If a Contract is concluded online and creates an obligation to pay, the checkout or acceptance process must make that payment obligation clear. These Terms are intended to be capable of being saved or downloaded so that you can keep a copy.

07 Scope, design and suitability

We will carry out the Works described in the Contract. Anything not stated or reasonably necessary to complete that scope is excluded unless agreed as a variation.

Where design forms part of our scope, we will use the level of care, skill and competence required by law and any applicable scheme. Where design is provided by another person, we are entitled to rely on it only to the extent it is reasonable to do so, and we will raise material issues that a competent installer should identify before or during the work.

We will not knowingly install a measure that we reasonably consider unsafe, unsuitable, non-compliant or outside the validated design. We may pause the Works while a design, specification or approval is corrected.

08 How PAS 2035:2023 and PAS 2030:2023 apply

Where the Contract states that PAS 2035:2023 and/or PAS 2030:2023 apply, the project will follow the relevant roles, assessments, design, installation, testing, commissioning, handover, advice, monitoring and record requirements for the measure and project route.

- A Retrofit Coordinator will be appointed where PAS 2035 requires one. The relevant project documents will identify the role and, where different organisations are involved, who is responsible for assessment, coordination, design, installation and evaluation.
- The intended project outcomes and scope will be agreed through the PAS process where required, taking account of the dwelling as a whole, relevant risks, interactions between measures, ventilation, moisture, airtightness, climate resilience and other required considerations.
- A PAS 2030 installation will not start until the installer has the required location-specific design or information and has completed the required pre-installation checks and validation.
- A change to a PAS design, installation method or relevant specification will be documented and referred to the Retrofit Coordinator or other required design authority before the affected work proceeds where PAS requires approval.
- Testing, commissioning, handover, advice and project records will be completed to the applicable PAS requirements. Records may be retained for the period required by the standard, guarantee, scheme, law or our retention policy.

A statement that work complies with PAS applies only to the scope that has actually been assessed and delivered under that PAS route. Compliance with a PAS does not replace legal obligations.

09 How MCS applies

Where the Contract identifies the installation as an MCS installation, Verta will follow the MCS Scheme Requirements, standards and Customer Commitment applicable to the technology and the version in force for the project.

- The quotation and Contract will identify our MCS certification number, the system or technology covered, principal equipment and specification, price, payments, guarantees, financial protection and any conditions or approvals relevant to the work.
- Where required, you will receive the applicable pre-sale information and system performance estimate before you commit to the installation.
- Any deposit protection, workmanship or product guarantee and other financial protection required by MCS will be described in the project documents.
- Where subcontractors are used, we remain responsible for the work we are required by MCS to control and for ensuring the installation is delivered within our certified scope and the applicable Scheme Requirements.
- We will provide the required MCS certification and handover documents within the timescale required by the current MCS Scheme Requirements, subject to any lawful dependency on information or action outside our control.

MCS certification is evidence that the installation was delivered through the MCS route. It is not a guarantee of a particular energy bill saving, export income, tariff, property value or payback period unless we have expressly guaranteed a specific outcome in writing.

10 How TrustMark applies

Where the Contract states that Verta is carrying out the relevant trade or measure as a TrustMark Registered Business, we will follow the TrustMark Code of Conduct, Customer Charter, Framework Operating Requirements and our Scheme Provider requirements that apply to that work.

- We will use clear written quotations and contracts, avoid hidden charges and pressure selling, and explain deposits, staged payments, guarantees, financial protection and complaints routes that apply.
- We will identify our relevant Scheme Provider and TrustMark registration details in the project documentation or on our website once those details are confirmed for publication.
- Where TrustMark requires financial protection, the protection applicable to your measure will be explained before contracting or payment. The scope and duration of cover are governed by the relevant provider documents.
- TrustMark status applies only to the trades and measures for which the business is registered at the relevant time. We will not use the TrustMark mark to imply approval of work outside that scope.

11 Building regulations, permissions and statutory approvals

The Works must comply with the building control and building standards regime that applies where the Property is located. The project documents will identify who is responsible for applications, notices, competent person notifications, certificates and fees where these are required.

- In England, this may include the Building Regulations 2010, current Approved Documents and the Building Safety Act 2022 framework where applicable.
- In Wales, this may include the Building Regulations 2010 as they apply in Wales and the current Welsh Approved Documents and building safety requirements.
- In Scotland, this may include the Building (Scotland) Regulations 2004, building warrants and the current Scottish technical handbooks.
- In Northern Ireland, this may include the Building Regulations (Northern Ireland) 2012, as amended, and current Technical Booklets.

Planning permission, listed building consent, conservation area requirements, landlord or freeholder consent, party wall matters, network operator approvals, highway permissions and other consents may also be required. Unless the Contract specifically says we will obtain a particular consent, you remain responsible for property ownership, tenancy, lease, mortgage and third-party consents that only you can give or obtain. We will not make a customer responsible for a statutory duty that the law places on us or another dutyholder.

12 Health, safety and CDM duties

Construction, installation and retrofit work must be planned and carried out safely. We will comply with the health and safety duties that apply to our role, including the Construction (Design and Management) Regulations 2015 where they apply in Great Britain and equivalent requirements where relevant.

For a domestic client under CDM 2015, client duties normally pass to the contractor on a single-contractor project or to the principal contractor on a multi-contractor project, unless a valid written arrangement places those duties with the principal designer. Nothing in these Terms transfers a statutory duty away from the person on whom the law places it.

You must follow reasonable site safety instructions, keep children, visitors and pets away from controlled work areas, and tell us about known hazards, vulnerable occupants, access restrictions and emergency arrangements that may affect safe working.

13 Asbestos, hazardous materials and hidden conditions

Buildings constructed or refurbished before 2000 may contain asbestos. You must tell us about any known or suspected asbestos-containing materials and provide any asbestos survey or register in your possession that is relevant to the work area.

If the proposed work may disturb building fabric and asbestos could be present, we may require a suitable refurbishment or demolition survey by a competent surveyor before intrusive work starts. If suspected asbestos or another hazardous material is found, we may stop work immediately, make the area safe and require specialist assessment or removal. We will not disturb known or suspected asbestos unless we are legally competent, authorised and contracted to do so.

Hidden defects or conditions such as rot, damp, structural movement, defective wiring, unsafe gas work, vermin, contamination, concealed services, inadequate substrates or previous non-compliant work may only become apparent after work starts. We will tell you promptly and deal with necessary changes under the variation procedure.

14 Access, customer preparations and occupied homes

You must provide reasonable access to the Property on agreed dates and ensure that areas identified in the Contract are reasonably clear for work. Unless the Contract says otherwise, you should provide access to electricity, water and normal welfare facilities where reasonably needed.

Where the Property remains occupied, we will take reasonable care to minimise disruption and protect work areas. Some installations create unavoidable noise, dust, temporary loss of heating, hot water, electricity, ventilation or room access. We will explain material planned interruptions in advance where reasonably practicable.

If access is refused, unsafe or materially different from what was agreed, we may reschedule the work and recover reasonable, evidenced costs caused by the failed visit or delay where it is fair and lawful to do so.

15 Products, materials and substitutions

We will use products and materials that are suitable for their intended use and comply with the Contract, applicable law, manufacturer requirements and any mandatory Scheme Requirements.

If a specified product becomes unavailable or a manufacturer changes a product before installation, we may propose an equivalent or better substitute. We will not make a material substitution affecting appearance, performance, warranty, price or scheme compliance without explaining the change and obtaining your agreement where agreement is required.

Natural or manufactured materials can have minor variations in shade, grain, texture or finish. These are not defects where they are normal for the product and do not materially affect performance or the agreed appearance.

16 Subcontractors and specialist contractors

We may use competent employees, subcontractors, specialists or partner organisations to deliver part of the Works. Where scheme rules require us to disclose subcontracting arrangements, we will do so. We remain responsible for work that the Contract and applicable scheme make us responsible for, subject to the lawful allocation of design, certification or statutory roles to independent specialists.

A specialist acting under a separate contract directly with you is responsible for their own work unless the Contract expressly says Verta has taken responsibility for it.

17 Start dates, programme and delays

Any start date or completion date stated as an estimate is a reasonable target based on information available at the time. A date is contractually fixed only where the Contract clearly says it is fixed or the circumstances make it essential.

We will keep you informed of material delays. Reasonable extensions may be needed for weather, unsafe conditions, hidden defects, product shortages, network operator or building control delays, required approvals, funding approvals, specialist availability, changes requested by you, access problems, or events outside reasonable control. We will take reasonable steps to reduce avoidable delay.

If a material delay is caused by us and the law gives you a right to require performance by an additional reasonable deadline or to end the Contract, these Terms do not remove that right.

18 Changes and variations

A variation is a change to the agreed Works, design, specification, price, payment schedule or programme. Variations should be recorded in writing before the changed work is carried out, except where immediate action is reasonably necessary for safety or to prevent material damage.

A written variation will describe the change, reason, effect on price, effect on timescale and any effect on guarantees, performance or scheme compliance. You are not required to pay for optional extra work that you did not authorise.

Where PAS 2030 or PAS 2035 applies, design or installation changes will be referred for the approval required by the relevant PAS process before affected installation proceeds. Where MCS applies, significant changes will be handled under the applicable MCS Customer Commitment and Scheme Requirements, including any right you have to reject the change or end the affected work.

19 Price, VAT, grants and funded work

The Contract will state the price and whether VAT is included. We will not add hidden charges. Any allowance, provisional sum or item priced by a stated rate will be clearly identified.

Where a grant, subsidy, local authority payment, energy supplier obligation or other funded route contributes to the price, the Contract will explain the basis on which the funding is expected to apply. Funding is subject to the relevant scheme rules and third-party approval.

If the Contract is expressly conditional on funding and the funding is refused, withdrawn or materially reduced before installation for reasons outside your control, we will explain the options. You will not be required to accept a new private price unless you agree to it in writing. If funding is affected because information supplied by you was materially inaccurate or incomplete, we may pause the project and propose a fair revised arrangement, without removing any rights you have under law or the funding scheme.

Any regulated credit or finance product is governed by a separate agreement with the authorised lender or broker. These Terms are not consumer credit terms. We will only carry on regulated finance activity where legally entitled to do so and will identify the relevant provider and role in the finance documentation.

20 Deposits, staged payments and final payment

The quotation or Contract will state any deposit, staged payments and final payment date. Deposits and stage payments will be reasonable for the type and value of work and will be protected where a mandatory MCS, TrustMark or other scheme requirement requires protection.

Where TrustMark requirements apply, payment arrangements and protection for deposits or other prepayments will comply with the applicable TrustMark requirements. Unless the Contract says otherwise, the final undisputed balance is due when the Works reach practical completion and the agreed handover stage has been reached.

"Practical completion" means that the contracted work is materially complete, safe and capable of its intended use, although minor snagging items may remain if they do not prevent safe use or required commissioning. Any snagging items will be recorded and a reasonable remedy plan agreed.

If you genuinely dispute part of an invoice, please tell us promptly why. You should pay the undisputed amount when due. We will not treat a reasonable dispute made in good faith as a refusal to pay the whole account.

21 Cancellation rights

Where you are a consumer and the Contract is made at a distance or away from our business premises, you will normally have a legal right to cancel within 14 days without giving a reason, subject to the statutory rules and exceptions that apply to the particular contract. We will provide the cancellation information required by law before you are bound.

For a service contract, the 14-day period normally runs from the day the Contract is concluded. For a sales contract, the statutory calculation can depend on when goods are received. If the law gives you a longer period because required cancellation information was not properly provided, the longer legal period applies.

You may cancel by any clear statement telling us of your decision. You may use the model cancellation form at the end of these Terms, but you do not have to. A statutory exception may apply to certain made-to-measure or clearly personalised goods and in other circumstances set by law. Any exception does not remove rights relating to faulty, misdescribed or non-conforming goods or services.

22 If you ask us to start during the cancellation period

We will not start a service during a statutory cancellation period unless you make the express request required by law. For an off-premises contract, that request must be made on a durable medium where the law requires it.

If you cancel after asking us to start during the cancellation period, you may have to pay a proportionate amount for services properly supplied up to cancellation, but only where the legal conditions for charging that amount have been met. If a service is fully performed during the cancellation period after the required request and acknowledgement, your cancellation right for that service may end as provided by law.

We will not use an early-start request to take away rights you retain in relation to goods, defects, poor workmanship or other statutory remedies.

23 Suspending or ending the Contract

We may suspend work where it would be unsafe or unlawful to continue, required information or approvals are missing, a design is not validated, a required payment is materially overdue and undisputed, access is not provided, or a serious hidden condition must be resolved. We will explain the reason and what is needed to restart where reasonably practicable.

Either party may end the Contract where the other commits a serious breach and, if the breach can be put right, fails to do so within a reasonable period after written notice. This is in addition to any statutory right to cancel or terminate.

On termination, we will account fairly for work properly completed, goods supplied or irreversibly committed, deposits, refunds and any proven loss, subject always to consumer law, cancellation law and applicable scheme rules. We will not impose a disproportionate cancellation charge.

24 Installation quality, testing and commissioning

We will carry out installation work with reasonable care and skill and in accordance with the Contract, manufacturer instructions, applicable building requirements and any mandatory Scheme Requirements.

Where required, systems and measures will be tested and commissioned before handover. We may take photographs, measurements, readings and other evidence of work before it becomes concealed, where this is reasonably needed for quality control, certification, audit, warranty or compliance.

25 Completion, handover and certificates

At completion we will provide the handover information required by the Contract and any applicable scheme. Depending on the measure, this may include operating instructions, demonstrations, maintenance and ventilation advice, product information, commissioning results, guarantees, warranties, building control or competent person evidence, MCS documents and other completion records.

Some third-party certificates are issued after the physical installation is complete. Where a scheme sets a deadline, we will work to that deadline. We are not responsible for a third party's independent delay where we have submitted correct information on time, but we will take reasonable steps to progress the matter and keep you informed.

You should keep handover, warranty and certificate documents with the Property records and follow reasonable operating and maintenance instructions.

26 Guarantees, warranties and financial protection

The Contract will identify the workmanship guarantee, manufacturer warranties and any scheme-backed or insurance-backed protection that applies. Different measures can have different protection periods and conditions.

Where TrustMark requirements apply, the level of financial protection and guarantee required by the current TrustMark framework and relevant measure will be provided or identified. Where MCS requires deposit protection, workmanship protection or other financial protection, the applicable product and provider will be identified.

Manufacturer warranties are subject to the manufacturer's terms. We will not invalidate a valid consumer right by relying on a manufacturer warranty. If a product fails and the law makes Verta responsible to you, your statutory rights remain against us even where a separate manufacturer remedy also exists.

27 Defects, snagging, repairs and statutory remedies

Please tell us as soon as reasonably possible if you believe there is a defect, damage, commissioning issue or missing item. We may need reasonable access to inspect and, where appropriate, put the matter right.

Where the Consumer Rights Act 2015 applies, your statutory remedies may include repeat performance or a price reduction for services and repair, replacement, price reduction or rejection rights for goods, depending on the circumstances. These Terms do not replace those remedies.

We are not responsible for ordinary wear and tear, damage caused by misuse, failure to follow reasonable maintenance instructions, unauthorised alteration by others or a pre-existing defect that we did not cause or worsen and could not reasonably have identified within our agreed scope. This does not limit responsibility where we failed to exercise the care and skill required of us.

28 Performance estimates, savings and customer behaviour

Energy, carbon, generation, export, comfort, running-cost and payback figures are estimates unless the Contract expressly states that a particular figure is guaranteed. Actual results can vary because of weather, occupancy, thermostat settings, ventilation, fuel and electricity prices, tariffs, shading, maintenance, building use and other factors outside our control.

Where MCS or another scheme requires a standard performance estimate, we will provide it using the required method and assumptions. We will explain material assumptions and will not knowingly present an estimate as a guaranteed saving.

29 Care of your property and insurance

We will take reasonable care of the Property and use reasonable protection for work areas. We will make good physical damage caused by our negligence or breach of Contract where it is reasonable to do so, or otherwise meet our legal responsibility for that damage.

You should tell your building insurer about proposed work where your policy requires notification. Responsibility for insurance, scaffolding, stored materials and site risks will follow the Contract and applicable law. We maintain insurance appropriate to our activities and any mandatory scheme requirements.

30 Liability

Nothing in these Terms excludes or limits liability where the law does not allow it, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or liability that cannot be excluded under consumer law.

Subject to the previous paragraph, we are responsible for loss or damage that is a reasonably foreseeable result of our breach of Contract or negligence. We are not responsible for losses that were not reasonably foreseeable when the Contract was made, or for business losses suffered by a consumer using the services wholly or mainly for private purposes.

If you are contracting wholly or mainly for business purposes, any project-specific business liability provisions will take precedence where lawful. We will not use a liability limit to reduce a consumer's non-excludable statutory rights.

31 Data protection, photographs and project records

We process personal information in accordance with our Privacy Notice and applicable UK data protection law. The Privacy Notice explains the information we collect, lawful bases, sharing, retention and your rights.

Survey and installation records can include photographs, video, measurements, designs, testing and commissioning records, signatures, certificates, warranty data, complaints and audit evidence. Where PAS, MCS, TrustMark, a funder, certification body, guarantee provider, building control body or regulator lawfully requires project evidence, we may share the information needed for that purpose.

We will take reasonable steps to avoid recording people, private documents or unrelated possessions where they are not needed. Marketing use of identifiable customer or property content will be handled separately and will not be treated as automatically authorised by these Terms.

32 Complaints and dispute resolution

If you are unhappy with our work or service, please contact us first so we can investigate. Complaints are free to make and will be handled under our written complaints procedure. We will acknowledge and respond within any timescale required by an applicable scheme and, where no mandatory timescale applies, as soon as reasonably practicable.

If the project is under MCS, you may have the right to escalate an unresolved complaint through the current MCS complaints process and applicable ADR route. If the project is under TrustMark, the usual route is Verta first, then the relevant Scheme Provider, followed by the Dispute Resolution Ombudsman where the complaint is eligible and the previous stages have been completed.

Where consumer law requires us to give information about an accredited or approved ADR provider, our final response will identify the current provider and explain whether we are obliged or willing to use that process. Using a complaint or ADR process does not remove any right you have to seek independent advice or use the courts.

33 Accessibility and customers in vulnerable circumstances

We want customers to understand the work and the Contract. Please tell us if you need information in a different accessible format, more time to consider documents, support from an authorised representative, or a reasonable communication adjustment. We will take appropriate steps consistent with applicable equality, consumer and scheme requirements.

We will not use pressure selling or take advantage of vulnerability. Where a material decision would benefit from independent advice, we may recommend that you obtain it before proceeding.

34 Communications, notices and electronic signatures

Routine project communications may be by email, telephone, text message, customer portal or post using the details provided in the Contract. Important contractual notices should be sent in a durable form that can be retained.

Electronic signatures and electronic acceptance may be used where lawful. A notice sent electronically is treated as received when it becomes accessible to the recipient, subject to any mandatory legal rule and reasonable evidence of transmission.

You must tell us if your contact details change during an active project.

35 Designs, drawings and intellectual property

We or our licensors retain intellectual property rights in designs, drawings, calculations, templates, photographs and technical documents we create, unless the Contract says otherwise. Once you have paid the amounts properly due, you may use project-specific documents supplied to you for owning, operating, maintaining, repairing and evidencing the Works at the Property.

You must not use our design documents for a different property, reproduce them commercially or remove ownership notices without permission. This does not prevent you giving documents to a future owner, occupier, insurer, lender, building control body, competent contractor or professional adviser for legitimate purposes relating to the Property.

36 Events outside reasonable control

Neither party is responsible for failing to perform an obligation to the extent performance is prevented by an event genuinely outside that party's reasonable control, provided the affected party takes reasonable steps to reduce the effect and resumes performance when reasonably possible.

If such an event causes a prolonged delay that substantially defeats the purpose of the unperformed part of the Contract, we will discuss fair options, which may include rescheduling or ending the unperformed part with an appropriate refund or account for work and goods already properly supplied. Mandatory consumer rights remain unaffected.

37 General legal terms

- If one provision is found unlawful or unenforceable, the remaining provisions continue to apply so far as they can.
- A delay in enforcing a right does not automatically mean that right has been waived.
- You may not transfer the Contract to another person without our agreement, except where the law gives you that right. We may transfer the Contract as part of a genuine business reorganisation only where doing so does not reduce your contractual or statutory rights.

- A person who is not a party to the Contract does not have a right to enforce it under the Contracts (Rights of Third Parties) Act 1999, except where the Contract expressly says otherwise. This does not prevent a guarantee provider, funder, scheme body or regulator exercising its own legal or scheme rights.

38 Governing law and courts

If you are a consumer, nothing in this clause deprives you of the protection of mandatory law that applies to you. Subject to that, where the Property is in England or Wales, the Contract is governed by the law of England and Wales; where the Property is in Scotland, by Scots law; and where the Property is in Northern Ireland, by Northern Ireland law. You may bring proceedings in any court that consumer law permits you to use.

If you are a business customer, the Contract will be governed by the law stated in the project-specific contract. If no law is stated, the law of England and Wales applies, subject to any mandatory local building or property law that applies where the Works are carried out.

39 Changes to these Terms and contact details

We may update these website Terms for future contracts to reflect changes in law, regulation, standards, scheme rules or our services. The version applying to your Contract is the version supplied or made available when you accepted the Contract, unless a later change is required by law or is expressly agreed with you.

For questions about these Terms, a quotation, cancellation or a complaint, contact Verta Energy Solutions Ltd using the details shown below.

ORGANISATION	Verta Energy Solutions Ltd
EMAIL	info@verta-energy.co.uk
TELEPHONE	01978 254180
LOCATION	Wrexham, Wales, UK
REGISTERED NUMBER	[TO COMPLETE BEFORE PUBLICATION]
REGISTERED OFFICE	[TO COMPLETE BEFORE PUBLICATION]
REGISTERED IN	[TO COMPLETE BEFORE PUBLICATION]

A Model cancellation form

Complete and return this form only if you wish to use it to cancel a contract for which you have a cancellation right. You may instead cancel by any other clear statement.

To: Verta Energy Solutions Ltd

Email: info@verta-energy.co.uk

I/We hereby give notice that I/We cancel my/our contract for the following goods/services:

Ordered on / contract concluded on:

Name of customer(s):

Address of customer(s):

Signature of customer(s) if this form is notified on paper:

Date:

You do not have to use this form. Any clear statement that you wish to cancel is sufficient where a statutory or contractual cancellation right applies.

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Verta Energy Solutions Ltd