

Terms & Conditions

Customer Contract

(Part 3)



TERMS & CONDITIONS: THE SMALL PRINT

Key Facts

Our Main Obligations to You:

- We will carry out the work with all reasonable skill and care according to the timetable agreed with you.
- We will carry out the work and all communication with you according to the Renewable Energy Consumer Code Scheme.
- We will provide you with a guarantee that covers both the installation and the goods installed.

Your Right to Cancel:

- You can cancel this contract and receive a full refund of your deposit by sending written notice no later than 14 days after the date on which this contract was signed; this right is known as the "Cooling Off Period".
- If there is a severe or unreasonable delay beyond the "Cooling Off Period", not caused by you, or by events beyond our control, then you will have a right to cancel this contract and receive a full refund.
- If we are in serious breach of our obligations, as detailed in this contract, then you have a right to cancel and receive a full refund. (You can also seek the other remedies detailed in section 9.3 of this Contract).

Your Main Obligation to Us:

- You may be asked to pay a deposit when you sign the contract. This will not under any circumstances be more than 25% of the total contract price.
- It is your responsibility to get the necessary permissions and approvals for the work to take place. We will help you do this.
- If you fail to pay on time we may stop work and charge additional costs.
- If you cause the work to be delayed, we may stop work and charge reasonable additional costs.

1 ACCEPTANCE OF PROPOSAL

- 1.1 The Quotation is valid for a period of 30 days from the date of issue. If you wish to proceed then you must sign the Contract and return the white and green copies to our address.
- 1.2 We will rely upon the written terms set out here in the Contract. Please read them carefully before signing them. If you need any explanations about these terms please write or telephone us at the address and telephone number provided. If any amendments to this Contract are required you must confirm these in writing and they must be agreed by an authorised representative of this Company.

The "Cooling Off Period"

- 1.3 You can cancel this Contract by sending us written notice using the address provided. You must send that written notice no later than 14 days after the date on which this Contract was signed; this right is known as the "Cooling Off Period". If you cancel after that period, then unless we are in breach of this Contract, the conditions set out in section 9.1.1 of this Contract will continue to apply.

2 OUR MAIN OBLIGATION TO YOU IS TO DO THE WORK WITH ALL REASONABLE SKILL AND CARE ACCORDING TO THE TIMETABLE SET OUT IN THE QUOTE AND AGREED IN THE CONTRACT

- 2.1 We agree to carry out the work with all reasonable skill and care in the planning, installation and commissioning of the system described in the Quotation. The goods we supply must:

- be of satisfactory quality;
- be fit for purpose; and,
- operate as we described to you.

The Timetable

- 2.2 We agree to supply the goods and carry out the installation work as specified in the timetable set out in the Quotation. We must have discussed that timetable with you before you sign this Contract. Your acceptance of these terms indicates that you agree to proceed using that timetable.
 - 2.2.1 We may adjust that timetable after discussing this with you according to the conditions set out in section 8 of this Contract. If we fail to carry out the work according to that timetable then the conditions set out in section 8.2 of this Contract will apply.
 - 2.2.2 If, for whatever reason, there is any delay, suspension or cancellation of the supply of the goods or installation of the system then the conditions described in 8.2.1 and 8.2.2 of this Contract will apply.
- 2.3 We will carry out the work and all communication with you according to Renewable Energy Consumer Code Scheme. As a member of this Scheme our obligations include (but are not limited to) giving you:
 - a detailed Quotation that includes:
 - an itemised list of goods to be supplied
 - all relevant taxes such as VAT.
 - a right to cancel this Contract by sending written notice to us using the cancellation form and address provided by us (see section 1.3 of this Contract).
 - accurate information about approvals and permissions needed for the proposed system and any grants or other financial incentives available for that work.
 - the chance to approve site designs before the work starts.
 - a written estimate of how the system will perform, calculated according to the relevant MCS installer standard.
 - detailed information about any work you need to do before the installation can begin and about when that work needs to be carried out.
 - accurate and truthful information both in our verbal communication with you and our marketing literature and advertising.

As members of the Renewable Energy Association we must have appropriate insurance to cover possible third-party damage, which may be caused by any of our activities in supplying a small-scale energy generator to you.

- 2.4 The installation must comply with the relevant MCS installer standard which in this case is MIS3002.
- 2.5 At the end of the contract we will give you any guarantees, test certificates and other relevant paperwork related to your goods and installation. We should give you this within seven days of the installation being completed.
- 2.6 We will provide you with guarantees that cover the goods and installation. This must comply with the Renewable Energy Consumer Code Scheme.
 - 2.6.1 We will explain to you the terms of the guarantees both in writing and verbally.

3 YOUR MAIN OBLIGATION TO US IS TO MAKE THE PAYMENT TO US

The Deposit

- 3.1 You will pay us the deposit specified in the contract when you sign this agreement. The deposit shall not amount to more than 25% of the total contract price set out in the Quotation. Should you decide to cancel the contract within the "Cooling Off Period" (see section 1.3 of this Contract) we will return that deposit to you in full.

- 3.1.1 If you pay the deposit before we have inspected your house, and if we find during that inspection that the installation cannot proceed, then we will promptly refund that deposit to you in full.

Advance Payments

- 3.2 If we fall into receivership, administration or bankruptcy your deposit and advance payment, if any, will be protected as detailed in section 5 of this Contract.

Final Payment

- 3.3 The balance outstanding on the contract price is due on completion and commissioning of the installation. We will issue you with an invoice when the work is complete and has been commissioned.

- 3.3.1 You will not be entitled due to any alleged minor defect to withhold more than a proportionate amount of the outstanding balance. If you do withhold any amount after the due date because of any alleged minor defect you must give us notice before the final date on which payment is due. In that notice you must also state the reasons you are withholding the payment.

Consequences of Late Payment

- 3.4 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 3% above the base rate set by the Bank of England.

4 YOUR OTHER OBLIGATIONS TO US

- 4.1 You must obtain all relevant permissions (such as planning and building consents) that are necessary before we start work on the installation. If we ask to see those permissions (and related drawings and/or specifications) you must make those available.

Supply of Services

- 4.2 You must agree to provide the following for our use free of any charge:
- water, washing facilities and toilets;
 - electricity supply;
 - adequate storage space;
 - safe and easy access to your property from the public highway;
 - easy access to the location within the property where the installation is to take place by removing all belongings.
- 4.3 You, or a contractor you employ, may need to carry out preparatory work before the installation described in the Quotation can start. If so, we will describe this to you in writing. This work must be finished before the agreed date on which installation work is due to start. This work must be undertaken by competent persons and must be of the necessary quality for the installation. If this preparatory work is not finished before the agreed date on which the installation is due to start, then the conditions described in section 8.3 of this Contract will apply.

Additional Charges

- 4.4 Should you be in breach of conditions set out in 4.1, 4.2 and 4.3 of this Contract you may incur additional costs due to delay and/or provision of additional services. You may be required to pay reasonable compensation to cover those extra costs. If this happens then section 7 of this Contract will apply.

5 DELIVERY, TITLE AND RISK

- 5.1 We will deliver the goods to the location detailed in the Quotation.

- 5.2 In order to protect your deposit, if required, before we deliver the goods in case we fall into receivership, administration or bankruptcy then we must:
- ensure that you are covered by the Deposit and Advance Payment Insurance Scheme which provides an insurance-backed guarantee (as described below) and
 - place your deposit and any further advance payment made in a third party account (as described in section 5.4 below).

Deposit and Advance Payment Insurance Scheme

- 5.3 Your deposit and advance payment, if required, will be insured through an insurance scheme. We will provide you with details of the scheme, and you will receive a policy directly from the provider once you have signed the Contract. In this way, your money will be protected should we fall into receivership, administration or bankruptcy before the goods have been delivered.

The Client Account

- 5.4 We must place your deposit and advance payment made before the goods have been delivered to your property in a special "client" or other third party bank account or dedicated "customer" bank account. This money can only be used for work carried out under this Contract.

- 5.4.1 If we should fall into receivership, administration or bankruptcy then the money in that dedicated bank account will be returned to you or passed to another supplier who will complete the work. Only when we purchase goods on your behalf (to the value of the sums held in this account) will we be entitled to transfer those sums from the dedicated bank account for our own benefit.

- 5.5 Where your money has been used to make specific purchases on your behalf, then legal title to those goods, or the proportion of them you have paid for, will pass to you. We must either deliver them to you or label them as belonging to you. Where the goods are stored by us then we must keep those goods separate from our own goods and those of third parties. We must also keep the goods stored, protected, insured and identified as your property until they are delivered to you. You must be able to inspect the goods and/or repossess them.

- 5.6 Goods belonging to us may be delivered to the site. If the contract is terminated early for reasons detailed in section 9.3 of this Contract then, with reasonable notice, you must return and deliver the goods to us. If this happens then we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not return the goods to us, we retain the right to take legal proceedings to recover the goods or their value.

- 5.6.1 If the Contract is terminated early for reasons detailed under section 9.4 of this Contract then, with reasonable notice, you must return and deliver the goods to us. If this happens you may have to pay compensation for reasonable costs or losses reasonably incurred. This may be deducted from any deposit or further advance payment you have already made

- 5.7 Until ownership of the goods passes to you, you must:
- store the goods separately in such a way that they remain readily identifiable as our property;
 - not destroy, deface or obscure any identifying mark of packaging on or relating to the goods;
 - maintain the goods in a satisfactory condition.

6 CHANGE OF WORK

- 6.1 If, after signing the contract, you want to change the work, you must consult with us first. We may be able to incorporate your changes into the installation provided that:
- it is technically possible;
 - we have the necessary resources;
 - the necessary permissions are in place.

- 6.2 If we agree to this change of work you must
- confirm this in writing; and,
 - do so within 14 days of when you first tell us.
- 6.3 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.
- 6.4 Every change that means extra or revised work (as opposed to changes that leave something out) may mean extra costs. We will try to keep those costs to a minimum.

7 UNEXPECTED WORK

- 7.1 The Quotation given to you must detail the hourly or daily costs that would result from any unexpected work due to site conditions or special circumstances beyond the control of the member.
- 7.2 Where unexpected work arises, we will tell you and ask how you want us to proceed. If you want us to continue then section 6.3 of this Contract will apply.

8 CHANGES TO AGREED TIMETABLE

- 8.1 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, especially when third parties are involved in installing other, related works. We cannot be held responsible for those delays. If such delays occur we will complete the work as soon as possible.

Consequence of Delay Caused By Us

- 8.2 You will be entitled to compensation if we cause significant or unreasonable delay due to factors within our control.
- 8.2.1 In the case of major delays to the delivery of goods or installation then you may be offered different products of equivalent specification, value and quality, so long as they are MCS certified.
- 8.2.2 In the case of major delays to the delivery of goods then you will be entitled to cancel the contract as detailed in section 9.2 of this Contract.

Consequences of Delay Caused By You

- 8.3 We will seek to accommodate small delays without recourse to compensation.
- 8.3.1 If the work is delayed or lasts longer than expected for any reason within your control, we will adjust the price accordingly, as shown in section 6.3 and subject to section 7 of this Contract.

9 CANCELLATION OF THIS CONTRACT

Your Rights

- 9.1 As detailed above in section 1.3 of this Contract, you can cancel this contract by sending us written notice no later than 14 days after the date on which this contract was signed.
- 9.1.1 If you cancel this Contract after the period referred to in sections 9.1 and 1.3 of this Contract then you will have to pay compensation for costs or losses reasonably incurred. We will try to keep those costs to a minimum. We have a right to retain all or part of your deposit and further advance payment, if made, as a contribution.

- 9.2 If there is a serious delay to the delivery of goods for reasons that are outside your control, but within our control, then you will be entitled to cancel the contract and receive a full refund. This is in line with the Renewable Energy Consumer Code Scheme and the Supply of Goods and Services Act 1982.
- 9.3 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,
 - request a repair or a replacement; or,
 - ask for compensation.

You can seek those remedies if what we supply or install is faulty, incorrectly described or not fit for purpose. You cannot seek those remedies if you change your mind about the contract or you decide you no longer want some or all of the components.

Our Rights

- 9.4 If you are in serious breach of your obligations as set out in this Contract and you fail to remedy that breach within 14 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 rectify the alleged breach.
- 9.5 If we suffer a loss as a result of your breach of contract, we must 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.

10 CONCILIATION AND ARBITRATION

- 10.1 If at any time a dispute arises between you and us which cannot be resolved amicably then both you and we can refer the matter to conciliation. We must agree to conciliation if that is your wish.
- 10.2 The conciliation service that will be used is that offered by the Renewable Energy Consumer Code Scheme and is described in the Consumer Code. It aims to reach a non-legal solution to the dispute in a reasonable timescale. The Renewable Energy Consumer Code Scheme will appoint a suitably qualified independent expert (or experts) to consider the matter in the light of consumer protection legislation in force. After considering all the evidence, either in writing, or in a face-to-face mediation, the expert will make recommendations for resolving the issue. Neither party will be bound by these recommendations, though both are strongly encouraged to accept them in the interests of resolving the dispute speedily and effectively.
- 10.3 If the conciliator's recommendations are not acceptable for any reason, you can refer the matter to the independent arbitration service and we must agree to arbitration if that is your wish. If we would like to seek arbitration then we must seek your permission first. The procedure used for independent arbitration is described in the Renewable Energy Consumer Code Scheme. You will have to pay a fee equivalent to the County Court small claims procedure fee. This fee will be refunded to you if the arbitrator finds in your favour.
- 10.4 The outcome of the arbitration process will be legally binding and enforceable. An award made under the independent arbitration service will be final and binding on you and us. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.