

Chiltern Solar Limited's Terms and Conditions

The Agreement overleaf constitutes a contract between Chiltern Solar Limited and you for the supply of goods and installation as listed overleaf pursuant to the Terms and Conditions set out below and/or as on any special terms described or referred to overleaf. Solar Chiltern Limited will only contract with you on this basis and these terms may only be varied by written agreement.

1. Definitions

The following Definitions apply in these Terms and Conditions:

'We', "Our" or 'Us' means Chiltern Solar Limited ('Chiltern Solar').

'You' means You the customer for whom we have agreed to carry out an installation subject to these terms and conditions

'the Contract' means the contract between you and us and consists of the Agreement, these terms and conditions and the details set out in

the Quotation relating to your specific installation.

'the Goods' or 'the Installation' means the products supplied and installed by Chiltern Solar including (where applicable to your specific installation as per the Contract); PV Panels and Inverters, Battery Storage, Electric Vehicle Charge Points or Energy Saving Devices.

'the Quotation' means the quotation provided by us setting out details of the proposed installation and agreed by you.

'the Price' means the price of the Goods and services to be provided by us to you and as set out in the Quotation.

2. Your Right to Cancel

2.1 You can cancel this contract and receive a full refund of your deposit by sending written notice no later than 14 working days after the date on which this contract was signed; this right is known as the "Cooling Off Period".

2.1.1 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.

2.1.2 If you cancel this Contract after the "Cooling Off Period" of this Contract then you may 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.

3. Our Right to Cancel

3.1 If you are in 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 requiring you to rectify that

breach, then we have a right to cancel the contract. We will give you a reasonable opportunity to rectify the alleged breach.

3.2 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 which we have reasonably incurred.

4. Our obligations to you

4.1 Provision of a clear, straightforward and detailed Quotation.

4.2 Accurate information about approvals and permissions needed for the proposed system and any grants or other financial incentives available for that work.

4.3 The chance to approve site designs before the work starts.

4.4 A written estimate of how the system will perform, calculated according to the MCS Solar PV installer standard.

4.5 Clear information about any work you need to do before the Installation can begin and about when that work needs to be carried out.

5. Our standards of work and service

5.1 We will carry out the work with the reasonable skill and care expected of a company of our size and experience according to the timetable agreed with you.

5.2 The Goods we supply will:

a) be of satisfactory quality;

b) be fit for purpose; and,

c) operate as we described to you.

5.3 We will carry out the work and all communications with you according to the RECC Assurance Scheme Consumer Code.

5.4 We will provide you with a 2-year guarantee from the date of commissioning to cover the workmanship and general installation. In addition will provide you with the manufacturer's guarantee for SolarPV module, inverters, batteries and EV chargers relevant to the product and manufacturer.

5.5 We will keep you informed at all times as to the work that we will be carrying out and will promptly answer any questions that you have about your Installation.

5.6 We will comply with the relevant MCS installer standard. A copy can be found on the MCS website under install standards (<http://www.microgenerationcertification.org/installers/installers/installer-standards>).

5.7 We will carry out the work and all communication with you according to RECC Assurance Scheme Consumer Code. As a member of this Scheme our obligations include (but are not limited to) giving you:

- a) a detailed Quotation that includes:
- b) an itemised list of the goods to be supplied.
- c) an itemised list of all survey, design, installation and other services to be provided.
- d) an itemised list of services not included in the Quotation which you will need to provide.
- e) any relevant taxes such as VAT.
- f) a timetable for supplying the goods and for carrying out installation work.
- g) a right to cancel this Contract by sending written notice to us using the cancellation form and address provided by us (see Clause 3.1 of this Contract).
- h) up to date information about approvals and permissions needed for the proposed system and any possible financial incentives available for that work.
- i) the chance to approve site designs before the work starts.
- j) a written estimate of how the system will perform, calculated according to the relevant MCS installer standard.
- k) detailed information about any work you need to do before the installation can begin and about when that work needs to be carried out.
- l) accurate and truthful information both in our verbal communication with you and our marketing literature and advertising.

5.8 As members of the RECC Assurance Scheme we will 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 and/or installing the same to your property.

5.9 The Installation will comply with the relevant MCS installer standard which in this case is MIS 3002 Issue 3.

5.10 At the end of the contract we will provide you with any guarantees, test certificates and other relevant paperwork related to your Goods and Installation. We aim to provide these to you within 30 days of the Installation being completed.

5.11 We will provide you with guarantees that cover the Goods and Installation. Such guarantees will comply with the RECC Assurance Scheme Consumer Code.

5.12 We will explain to you the terms of the guarantees in writing and/or verbally to the degree that you require such an explanation.

6. The timetable

6.1 We will have discussed a timetable with you before you sign this Contract. Your acceptance of these terms indicates that you agree to proceed using that timetable.

6.2 An official order form in line with the quotation and specification will be raised and emailed to you for your agreement and authorisation.

6.3 We may adjust the timetable after discussing this with you according to the conditions set out in Clause 20 of these Terms & Conditions. If we fail to carry out the work according to that timetable, then the conditions set out in Clause 20 of these Terms & Conditions will apply.

7. Delays

7.1 Consequence of delay caused by us:

If there is a serious delay to the delivery of the 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 RECC Assurance Scheme Consumer Code and the Consumer Rights Act 2015.

7.1.1 In the case of major delays to the delivery of the Goods and/or Installation then you may be offered different products of equivalent specification, value and quality, all of which will be MCS certified.

7.2 Consequences of delay caused by you:

We will seek to accommodate small delays without recourse to compensation.

7.2.1 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 Clause 20 and subject to Clause 21 of this Contract.

7.3 If delays occur for reasons beyond our or your control then we will complete the work as soon as possible without compensation being payable to either party.

8. Your main obligations to us

8.1 Your main obligation to us is to make the payments due to us as per Clause 10 below.

9. OLEV Grant (if applicable)

9.1 The eligibility for the OLEV grant is your own responsibility. If it is found that your Installation is not eligible at any part of the Installation or from our claiming of the grant, then it will be your responsibility to cover any costs to us lost through this process.

10. Payments

10.1 You will pay us the sums due to us in the timescales agreed. Any advance payments will only be used to carry out your Installation, for example to purchase Goods.

11. Deposit

11.1 We will usually require four payments as follows:

- a) A 20% deposit (payable immediately)
- b) A 40% for delivery of material
- c) A 20% payment on Installation of roof works
- c) A 20% final payment upon electrical installation and commissioning

11.2 You will pay us the deposit specified in the Quotation when you sign this agreement.

11.3 Should you decide to cancel the contract within the “Cooling off Period” (see Clause 1.3 of this Contract) we will return that deposit to you in full.

11.4 We explain in the Quotation when further invoices will be sent and the amount due for each payment. We will issue you with an invoice 7 days before you are required to pay any delivery of material or instalments works. Such an invoice must be paid before we make delivery or instal the materials.

11.5 If we become insolvent (as defined by Section 123 Insolvency Act 1986) your deposit and advance payment, if any, will be fully protected as detailed in Clause 12 below.

12. The Client Account

12.1 In order to protect your deposit and advance payment, if required, before we deliver the Goods in case we fall into receivership, administration or bankruptcy then we will ensure that you are covered by the Deposit and Advance Payment Insurance Scheme provide an insurance-backed guarantee (as described below);

12.2 We will 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.

12.3 If we insolvent (as defined by Section 123 Insolvency Act 1986) 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.

13. Advance payments

13.1 We may require you to pay a further advance payment no more than three weeks before the agreed delivery or Installation date. Such a further advance payment, taken together with the deposit, will not exceed more than 60% of the total price in the Quotation and will only be used to carry out this Installation, for example to purchase Goods. We explain in detail in the Quotation when invoices will be sent and the amount due for each payment.

14. Final Payment

14.1 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. You will pay that final amount within seven days of that invoice being issued to you.

14.2 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 will give us notice before the final date on which payment is due. In that notice you will also state the reasons you are withholding the payment.

15. Consequences of late payment

15.1 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.

15.2 If we do not receive payment by the seventh day after payment is due, then we may give you written notice that we intend to suspend work on the Installation. Once we have sent you such written notice, we may cease, temporarily suspend, or refuse to start, work on your Installation until payment is made.

15.3 If you are in breach of this Contract because you have failed to make an agreed payment, and we have suspended work on the Installation, then we may be entitled to recover any additional costs we incur. We will provide you with written notice containing full particulars of any claim for compensation within 21 days of any suspension of work.

15.4 We may require you to return and deliver up the Goods to us. Failing this we will take legal proceedings to recover the Goods or their outstanding value.

16. Your other obligations to us

16.1 You will 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 will make those available. We are not required to obtain any such permissions, identify whether you have secured any such permissions or determine that any such permissions are correct.

16.2 We are entitled to assume that you have obtained any such permissions.

16.3 You will provide us with accurate information as to your property in response to any questions that we ask. Accurate information is important to our preparation of the quote and planning of your Installation. If you do not know any information that we request, then you should advise accordingly.

16.4 You will agree to provide us with adequate working conditions during the Installation including:

- a) water, washing facilities and toilets;
- b) electricity supply;
- c) adequate storage space;

- d) safe and easy access to your property from the public highway;
- e) easy access to the location within the property where the Installation is to take place by removing all belongings.

16.5 You, or a contractor you employ, may need to carry out preparatory work before the Installation can start. If so, we will describe this to you in writing in advance of the Installation. This work will be finished before the agreed date on which Installation work is due to start. This work will be undertaken by competent persons and will 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 we may choose to treat this as a delay caused by you.

17. Supply of services

17.1 You will agree to provide the following for our use free of any charge:

- a) water, washing facilities and toilets;
- b) electricity supply;
- c) adequate storage space;
- d) safe and easy access to your property from the public highway;
- e) easy access to the location within the property where the Installation is to take place by removing all belongings.

18. Delivery, Title and Risk

18.1 We will deliver the Goods to the location detailed in the Quotation.

18.2 When we use any of your money to purchase Goods we will inform you.

18.3 Goods belonging to us may be delivered to your property before the Installation. We will only do that with your agreement. In that case, the Goods will belong to us until we have received payment in full of you and you will keep them in good condition and hold them to our order. Any Goods delivered to you in advance of the Installation are held by you at your risk.

18.4 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 will either deliver them to you or label them as belonging to you. Where the Goods are stored by us then we will keep those Goods separate from our own Goods and those of third parties. We will also keep the Goods stored, protected, insured and identified as your property until they are delivered to you. You will be able to inspect the Goods and/or repossess them.

18.5 Goods belonging to us may be delivered to the site. If the contract is terminated early for reasons detailed in Clause 23.2 of this Contract, then, with reasonable notice, you will 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. Any Goods delivered to you in advance of the Installation are held by you at your risk.

18.6 If the Contract is terminated early for reasons detailed under Clause 4.1 of this Contract, then, with reasonable notice, you will 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.

18.7 Until ownership of the Goods passes to you, you will:

- a) store the Goods separately in such a way that they remain readily identifiable as our property;
- b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c) maintain the Goods in good condition.

19. Our Fixed Price Quote Policy

Chiltern Solar operates a fixed price quote policy. Once we have given you a quotation and you have paid a deposit then we will honour that quotation.

However, where changes to your Installation are required as a result of new information that was not provided to us at the time of the Quotation or as a result of any delay caused by you then we may need to make additional charges. In that case we will tell you in advance that this is the case and discuss with you how you wish to proceed.

20. Change of work

20.1 If, after paying the Deposit and signing the contract, you want to change the work, you will inform us in writing of any changes you propose consult with us first. We may be able to incorporate your changes into the Installation provided that:

- a) it is technically possible;
- b) we have the necessary resources;
- c) the necessary permissions are in place.

20.2 If we agree to this change of work, you will

- a) confirm this in writing; and,
- b) do so within 14 days of when you first tell us.

20.3 We will then adjust the price:

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

20.4 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.

21. Unexpected work

21.1 Where unexpected work arises, we will tell you and ask how you want us to proceed. If you want us to continue then Clause 20 of this Contract will apply.

22. Conciliation and arbitration and complaints

22.1 You should first use our internal complaints procedure details of which will be provided to you following commissioning of your system or earlier on request by you. The purpose of that complaint's procedure is to resolve any such dispute amicably.

22.2 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 will agree to conciliation if that is your wish.

22.3 The conciliation service that will be used is that offered by the RECC Assurance Scheme and is described in the Consumer Code. It aims to reach a non-legal solution to the dispute in a reasonable timescale. The RECC Assurance 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.

22.4 If the conciliators recommendations are not acceptable for any reason, you can refer the matter to the independent arbitration service, and we will agree to arbitration if that is your wish. If we would like to seek arbitration, then we will seek your permission first. The procedure used for independent arbitration is described in the RECC Assurance Scheme Consumer Code. 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.

22.5 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.

23. Further Rights and Remedies

23.1 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 RECC Assurance Scheme Consumer Code and the Consumer Rights Act 2015.

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

a) cancel the contract and receive an appropriate refund; or,

- b) request a repair or a replacement; or,
- c) ask for compensation.

23.3 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.

24. Removal and Repair - Warranty and Guarantee

24.1 The Goods we supply, and any Installation carried out by us will:

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

24.2 All materials supplied by us and the work that we carry out are warranted free from defects for 2- years from the date of supply. This will not affect any manufacturer's warranty. During that time, we will replace or repair free of charge and at our own expense any materials found on inspection to be faulty or damaged.

24.3 This warranty does not apply;

- a) to any defect in the materials arising from fair wear and tear, wilful damage, accident, negligence by you or by any
- b) third party;
- c) to use other than as recommended by us and in accordance with manufacturer's instructions.
- d) unless you report to us any such fault or defect as soon as reasonably possible after you become aware of it.

24.4 This warranty will be invalidated if any works are carried out on the installed materials otherwise than by us or our approved contractors acting under our control.

24.5 To the degree that we have any liability to you arising under or in connection with this Contract, such liability will be limited to the value of the Contract with the exception of any liability for death or personal injury for which there is no cap on liability.

25. General legal

25.1 The copyright and all other intellectual property rights of whatever nature in any designs, artwork, photographs, digital images or other material produced by us in connection with your Installation are and shall remain our property. +

25.2 If we waive any breach by you of any of these terms it shall not be deemed to be a waiver of any subsequent breach or default and shall not affect these terms and conditions.

25.3 No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than Chiltern Solar Ltd or you.

25.4 If any part of the Contract is found by a court or other competent authority to be void or unenforceable then the remainder of the Contract shall remain valid.

25.5 This Contract constitutes an entire agreement and supersedes and extinguishes all previous agreements whether written or oral, relating to the subject matter.

25.6 The benefit of this Contract may be assigned on a maximum of two occasions without our consent but subject to the assignor giving notice of the assignment to us. We shall not be entitled to assign, charge or otherwise transfer the benefit of this Contract without prior written consent (such consent not to be unreasonably withheld).

25.7 This Contract is governed by English Law and the parties jointly submit to the exclusive jurisdiction of the English Courts, subject to the operation of Clause 22 above.