

# Terms and

## CONTRACT OF SALE (AGREED IN THE HOME)

This contract has been prepared to comply with all of our obligations under the Renewable Energy Consumer Code (RECC) and the Microgeneration Certification Scheme (MCS).

This contract details our obligations to you and your obligations to us, if there is any point that we can clarify for you, please contact us.

### 1. THE QUOTATION

- The quotation we have given you is valid for 30 days from the date of issue. To confirm your order, you will need to sign this contract; you should keep one copy for your records and return the other copy to us at the address on the quotation. No contract will be in place until we confirm the order with you.
- The quotation will document all goods and services we propose to supply, along with the total price for these goods and services including VAT.
- We will provide you with a timetable for supplying the goods and carrying out the installation.
- The quotation will include information as to the performance of the technology we have proposed to install. These performance estimates will be calculated to the requirements of the appropriate MCS Standard.
- We will discuss with you and provide you with information as to the location of key components. You will be given the opportunity to approve the site designs before work commences.
- We will advise you on approvals and permissions that may be required for the work; however it will be your responsibility to ensure that such approvals and permissions are in place.
- If there are additional payments that you may have to make, such as planning costs or if you need to consult a Structural Engineer, we will offer assistance and advice, but you will be responsible for these costs.
- If there is a particular service or item of equipment that would normally be considered as part of the installation and you have requested that this not be included, then we will have documented this on the quotation.
- Please take time to acquaint yourself with this contract, if there is anything you do not understand, or if you require clarification on any point, please contact us.

### 2. RIGHT TO CANCEL

- You have the right to cancel this contract within fourteen days without giving any reason.
- The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.
- To exercise the right to cancel, you must inform us of your decision to cancel this contract by a

clear statement (e.g. a letter sent by post or e-mail). You may use the Cancellation Form we have supplied but it is not obligatory.

- To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### 3. EFFECTS OF CANCELLATION

- If you cancel this contract, we will reimburse to you all of the payments received, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is a result of unnecessary handling by you.
- We will make the reimbursement without undue delay, and not later than:
  - 14 days after the day we received back from you any goods supplied, or
  - (If earlier) 14 days after the day you provide evidence that you have returned the goods, or
  - If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- We will collect the goods.
- You are liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
- Please Note: MCS scheme rules state that Renewable Energy Equipment must not have been previously accredited for the FIT scheme. If the equipment has been installed and registered with the MCS scheme then the equipment will be worthless and so you, as the customer, although still having the right to cancel, will be liable to pay the entire contract price.

### 4. WORK BEGUN PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD

- If you have agreed in writing that the installation work will commence before the fourteen day cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out. You must confirm in writing that work may commence before your cancellation period expires.
- You will be entitled to cancel this contract if there is a serious delay in our ability to carry out the

agreed work that is outside of your control, but within our control. You will be entitled for a full refund.

- If we are in serious breach of our obligations as detailed in this contract then you will be entitled to cancel this contract, request a repair or replacement or may be entitled to request compensation.

- You can only recourse to these actions if the goods or services are incorrectly described or not fit for purpose. You will not be entitled to seek these remedies if you have changed your mind about the goods and services agreed to outside of any required cancellation periods.

### 5. RELATED CREDIT AND OTHER AGREEMENTS

- If you decide to cancel your contract for our goods and services then any credit agreement and any other ancillary contracts related to the main contract will be automatically cancelled.

### 6. OUR RIGHTS UNDER THIS CONTRACT

- If, within fourteen days of us informing you in writing of a serious breach of your obligations to us you have failed to rectify this breach, we will have the right to cancel this contract.
- Should we suffer any losses due to a breach of this contract then we will be entitled to reasonable compensation to cover these losses. We are required to attempt to keep all losses to a minimum.

### 7. TIMETABLE FOR WORKS

- We will have agreed with you a timetable for carrying out the installation. By signing this contract you are confirming that you agree with this timetable.
- There can be occasions that this timetable may need to be carried, due to, for example, poor weather or unavailability of goods and services. We will inform you of any delay we become aware of at the earliest possible opportunity. We would then arrange a new mutually agreeable timetable.
- Should the delay be caused by us, or by our suppliers, and that delay could be considered as severe by a reasonable person, you would be entitled to cancel this contract without penalty to you.
- Should the delay be caused by you, we will attempt to accommodate that delay without cost to you. However, if the delay incurs us in extra costs, for example scaffolding, we will require that you cover these costs.

### 8. THE INSTALLATION

- The installation will be carried out strictly in line with the MIS Standard relevant to the technology, and to any document referred to within that standard. In addition, we will ensure at all times that we meet all our obligations under the RECC Consumer Code.

- The goods we supply will be of a merchantable quality and fit for the purpose. They will operate as we have described to you.

- We will have insurances in place, which will cover any loss or damage caused by us or our agents.

- You will be required to supply to us normal services free of charge; this would include toilet, washing, water facilities and electricity. You should also ensure we have safe and easy access to the installation area.

- Any work to prepare for the installation, carried out by you or a third party that you employ should be carried out in line with the agreed start date for the installation. If this work has not been completed and a consequent delay is caused you may be liable for any costs incurred by us for such a delay.

- The work will be carried out by personnel trained in each of the tasks they are assigned.

- You will be given warranties for both the installation itself and for the installed goods. The terms of these warranties will be given to you in writing and we will explain them to you verbally.

- Within seven days of the completion of the installation we will hand over to you all documentation required as set out within the appropriate Microgeneration Installation Standard.

### 9. DEPOSITS, ADVANCE PAYMENTS AND GOODS PURCHASED WITH DEPOSITS AND ADVANCE PAYMENTS

- Any deposit or advance payment you have made to us, or will make to us according to the timescales set out in the quotation, will be placed in a "Client Bank Account". These deposits and advance payments can only be used to carry out work under this contract.
- Should we cease trading because of receivership, administration or bankruptcy the monies in that bank account will be returned to you or will be given to another MCS Approved Contractor to complete the work.
- We are required under the Renewable Energy Consumer Code to also protect these deposits, advance payments and our Workmanship Warranty with an insurance policy. We will give to you the name and contact details of this insurance company with the quotation. You will be entitled to claim on this policy should we fall into receivership, bankruptcy or administration.
- We will only use monies from the Client Bank Account when we purchase goods on your behalf. When we purchase goods for the use under this contract the legal title to those goods or the proportion of which you have paid us for will pass to you. We will either deliver them to you or we will store them for you and mark them as your property. They will be kept separate from other goods. We will ensure that these goods are insured until they are delivered to you. You may make arrangements to inspect the goods or to

## Cancellation Notice

To: The Office Manager, Philip Parkin, SolarProperty Ltd, Unit 11, Bridge Chambers Business Centre, Barnstaple, Devon, EX31 1HB

I / We (delete as appropriate) hereby give notice that I / We (delete as appropriate) wish to cancel my / our (delete as appropriate) contract.

Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Contract Date: \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

This notice must be dated and easily legible.

PLEASE NOTE THAT...

**YOU SHOULD NOT SIGN THIS FORM UNLESS YOU WISH TO CANCEL THE CONTRACT.**