

# Conditions

remove them from our premises if you wish.

9.5 If we have requested a deposit, then this deposit will not exceed 25% of the total contract price set out in the quotation. Should you decide to cancel this contract within the fourteen day cooling off period, then this deposit will be returned to you promptly.

9.6 If we have requested advance payments in addition to a deposit, the total of all advance payments and deposits will not exceed 60% of the total contract price.

9.7 We will not request advance payments to be made any more than 3 weeks from the agreed delivery or installation date.

9.8 If we have requested a deposit before a full technical assessment of your property has been made, and we are unable to proceed because of something discovered during that technical inspection, then any deposits or advance payments will be returned.

9.9 The quotation will be set out in detail when invoices will be sent and the amounts due for each payment.

## 10. GOODS BELONGING TO US

10.1 Any goods belonging to us that have been delivered to you should remain clearly identifiable as our property. Until the title to the goods is transferred to you the goods should be stored in such a way as they are protected from damage. They should be kept in their original packaging. Should you fear for the safety of the goods in any way, or you feel that they goods are causing any form of hazard you should contact us.

10.2 Should you terminate the contract for any reason, then we will make arrangements with you to collect the goods. 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 make adequate and reasonable arrangements with us to allow the goods to be collected, we retain the right to take legal proceedings to recover the goods or their value. The amount of any reimbursement may be reduced by any reasonable costs we have incurred.

## 11. CHANGES TO THE PLANNED WORK

11.1 If you decide to make changes to any planned work after you have signed this contract you should contact us without delay. Wherever possible we will incorporate your changes and if we are not able to do so we will inform you as to why it is not possible for us to do so.

11.2 Where we are able to agree to your changes we will require that you set out, in writing and within fourteen days, confirmation of your request.

11.3 You need to be aware that any changes to the original design may mean an adjustment to the cost of the installation. Any adjustment to the cost, either in addition or subtraction will be dealt with as a Variation of Contract and we will adjust the price by written agreement with you.

11.4 There can be occasions when we come across unexpected work. Should this arise, we will discuss this with you. If it is an area of work in which we are competent to operate, we will issue you with a quotation to complete that work. Additional costs will be charged at an hourly rate, per installer plus travel and mileage applicable at the time, plus additional materials if required.

11.5 If the work is outside our area of competence, we will assist you in finding a suitably qualified contractor to carry out the work. If this unexpected work causes a delay in the installation process, we may need to make reasonable charges for this delay.

## 12. LATE PAYMENT

12.1 You should make the payments agreed on the quotation as they become due. The final payment will be due on completion on installation. If you fail to make any agreed payment we may cease work. If you fail to pay the amount specified in an invoice sent to you by the agreed due date then we reserve the right to charge you interest until you pay the amount due. The interest rate we will charge you will be 3% above the Bank of England base rate.

12.2 It is not permissible under this contract to withhold any more than a proportionate amount of the outstanding balance for any alleged defect. If you do withhold any amount after a payment has become due, you should give us advance notice of your intention before the final date on which payment is due. You should also, with that notice, state the reasons for withholding payment.

12.3 If we intend to cease work, we will give you notice of this in writing.

12.4 If you are in breach of this contract because you have not made a payment that was due to us and we have ceased work, you may have to compensate us for any additional costs we have incurred.

12.5 Dependent on the circumstances, we may require that the goods are returned to us. If necessary, we will take legal proceedings to recover the goods or/and any outstanding amounts due to us.

## 13. CONCILIATION AND ARBITRATION

13.1 If we are in dispute on any issue where we cannot come to an agreement then we can refer the matter to conciliation, we are obliged to agree.

13.2 RECC conciliation service is the conciliation services that will be used. The process is described within the Renewable Energy Consumer Code (RECC).

13.3 A suitably qualified expert will be appointed to consider the dispute. This expert will make recommendations to resolve the dispute.

13.4 These recommendations are not binding on either party. If you do not agree with the findings, you can refer the matter to the Independent Arbitration Service. The procedure used for this independent arbitration is described within the RECC

Consumer Code. If you decide to follow this route, you will be required to pay a free equivalent to the county court small claims procedure fee. You will have this fee refunded if the arbiter finds in your favour.

13.5 An award made under the independent arbitration service will be final and legally binding. Either party may only challenge the award on certain limited grounds under the Arbitration Act 1996.

## 14. GUARANTEES

14.1 Your equipment is guaranteed by its manufacturer but you should contact us in the first instance if anything appears to be wrong. The guarantees are normally 10 years for solar panels and 5 years for the inverter.

14.2 Should we cause any damage, either to installed equipment or to your property we will rectify such damage without charge to you.

14.3 We guarantee our workmanship for 5 years from date of install.

14.4 This workmanship warranty will be transferable to the new legal owner of the property if it is sold during the warranty period.

14.5 Providing you give us permission to do so, we will register your contract under the CPA Deposit and Workmanship Warranty Insurance Scheme. An insurance provider will insure this workmanship guarantee. The insurance provider will send the policy documents direct to you. This policy will be at no additional cost to you.

## 15. DATA PROTECTION

We will keep information about individuals in accordance with data protection legislation. We will not pass information to any third party without your permission. Information about you may be passed to the Renewable Energy Consumer Code administrator and its auditors as part of the Code administrator's monitoring of their compliance with the Code. The Code administrator may contact you directly.

## 16. CUSTOMER SERVICE & MAINTENANCE

For any query you may have please contact us on Freephone 0800 092 9777 or email: [enquiries@solarproperty.co.uk](mailto:enquiries@solarproperty.co.uk)