

Powering Norfolk For A Sustainable Future.

SOLAR PV

TERMS OF BUSINESS

Lumisol

SOLAR • EV CHARGING • ELECTRICAL

YOUR RIGHTS

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us using the details at the top of this document.

Lumisol LTD is a member of both the Renewable Energy Consumer Code (RECC) and the Microgeneration Certification Scheme (MCS).

Our RECC membership number is 00076914 and our MCS certification number is 65799.

The aim of RECC is to guarantee a high-quality experience for consumers wishing to buy or lease small-scale energy generation systems for their homes. The code is backed by the Chartered Trading Standards Institute (CTSI) as part of the Consumer Codes Approval Scheme. Members of RECC agree to comply with the code's requirements. See recc.org.uk for more information.

MCS certification demonstrates compliance with industry standards and shows that a company is able to consistently install to a high standard. For more information, see the RECC website (recc.org.uk) and the MCS website (mcscertified.com).

1. ACCEPTANCE OF PROPOSAL

1.1 The Quotation is valid for a period of 28 days from the date indicated. If you wish to proceed, you must sign the quote that has been sent over to you. No contract is in place until we send you an acknowledgement of the order.

1.2 Please read these terms carefully before signing. If you need any explanation, please contact us using the address or telephone number provided.

1.3 This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, save that where your Premises are located in Scotland or Northern Ireland, the governing law and courts of that jurisdiction will apply instead.

Your Right to Cancel (see section 17 below for more on your cancellation rights)

1.4 You have the right to cancel this contract during the 'cancellation period' without giving any reason. The cancellation period lasts 14 days and starts on the day the last part of the goods relating to the contract is delivered to you. You can also cancel the contract without penalty at any time before any goods are delivered.

1.5 To cancel this contract, you must inform us of your decision by a clear statement, sent by email to admin@lumisol.co.uk. You may use the model cancellation form in the Appendix to this document, but this is not obligatory. Any advance payments you have made will be returned to you. If you cancel this contract after the cancellation period for any reason, you may have to pay costs, and we may retain all or part of your deposit and any further advance payments as a contribution towards those costs, calculated in accordance with clause 17.2.

2. OUR MAIN OBLIGATION

2.1 Our main obligation to you is to carry out the work with all reasonable care and skill, according to the standards set by the Microgeneration Certification Scheme (MCS) and according to the timetable set out in the Quotation. Under the MCS scheme, only certified companies can contract with a customer for the sale and installation of a system. Our MCS certification number is on page 1 of these terms.

2.2 We agree to carry out the work with all reasonable care and skill in the planning, installation and commissioning of the system described in the Quotation. The goods we supply will: be of satisfactory quality; be fit for purpose; operate as described to you; and match the model we have discussed.

2.3 We will inform you in writing of the name of any contractor engaged by us to undertake the installation of your system, and we will take full responsibility for their work and their compliance with the Consumer Code.

The Timetable

2.4 We agree to supply the goods and carry out the installation as specified in the timetable agreed with you in the Quotation. Your acceptance of these terms confirms you agree to proceed on that timetable.

2.5 We will make every effort to complete the work by the agreed time. Delays may occur for reasons beyond our control (for example, severe weather); we will tell you as soon as possible and adjust the timetable by written agreement.

2.6 If delivery of goods is delayed beyond the agreed time (or, if none is agreed, beyond 30 days from the date you sign this contract), you may be offered different products of equivalent specification, value and MCS-certified quality. You may accept that offer, wait for the original products, or cancel the contract under clause 17. This reflects the Consumer Code and the Consumer Rights Act 2015.

2.7 You are entitled to compensation if we cause significant or unreasonable delay for reasons within our control, and you may cancel the contract under clause 17 in those circumstances.

2.8 We will seek to accommodate small delays caused by you without seeking compensation. If a delay caused by you results in us incurring extra costs, we will adjust the price accordingly, in line with the hourly/daily rates set out in the Quotation.

3. OUR OTHER OBLIGATIONS

3.1 We will carry out the work and all communication with you in accordance with the Consumer Code.

3.2 We will ensure the installation complies with the relevant MCS installer standard, MIS 3002.

3.3 Once the system is commissioned, we will give you all guarantees, test certificates and other relevant paperwork, aiming to do so on commissioning and in any event no later than seven days afterwards.

3.4 We will provide all documentation required by the applicable Microgeneration Installation Standard, including, where required, the certificate showing registration with the MCS Installation Database, within 10 working days of the commissioning date.

3.5 The guarantees we give you will cover the goods and installation and comply with the Consumer Code.

3.6 We will ensure that guarantees are honoured should we enter receivership, administration or bankruptcy during the term of the installer's guarantee (see clause 8 for further detail).

4. YOUR MAIN OBLIGATION

Your main obligation to us is to make the payments due under this contract.

The Deposit

4.1 You will pay the deposit specified in the Quotation when you sign this agreement. The deposit will not exceed 25% of the total contract price. If you cancel within the cancellation period, we will return the deposit to you in full.

4.1.1 If you pay the deposit before we have inspected your property, and we then find the installation cannot proceed, we will refund the deposit in full within two weeks.

Advance Payments

4.2 The Quotation will explain when invoices will be sent and the amount due for each payment.

4.3 We may require a further advance payment no more than three weeks before the agreed delivery or installation date, provided this is explained in the Quotation. This payment will be used only for work under this contract (for example, purchasing goods).

- Where no goods are delivered before installation, the further advance payment, together with the deposit, will not under any circumstances exceed 60% of the total contract price.
- Where we use the further advance payment to purchase and deliver goods, and title to those goods transfers to you, the sum used no longer represents an advance payment.

4.4 If we enter receivership, administration or bankruptcy, your deposit and any advance payment will be protected as detailed in clause 8.

Final Payment

4.5 We will invoice the balance outstanding once installation is complete; this becomes due only after completion.

4.5.1 If you allege a minor defect with the goods or installation, you may withhold no more than a proportionate amount of the sum due, provided you give us as much notice as possible, stating your reasons.

Consequences of Late Payment

4.6 If you fail to pay an invoice by its due date, we may charge interest until paid in full, at 2.5% above the Bank of England base rate.

4.6.1 If payment of an advance or interim amount is not received within seven days of the due date, we may give written notice that we intend to stop work, and may suspend all work until payment is made.

4.6.2 If work is suspended due to your non-payment, we may recover any additional costs we incur, and will provide written notice of full particulars of any such claim within 21 days of the suspension.

4.6.3 We may require you to return the goods to us; failing this, we may take legal proceedings to recover the goods or their value.

5. YOUR OTHER OBLIGATIONS

5.1 We will advise you on the approvals and permissions you may need, but you must obtain all relevant permissions (such as planning and building consents) before we start work, and make these (and related drawings/specifications) available to us on request.

5.2 You must provide, free of charge: water, washing facilities and toilets; an electricity supply; adequate storage space; safe and easy access to your property from the public highway; and clear access to the installation location by removing belongings.

5.3 If preparatory work is required from you (or a contractor you employ) before installation can start, we will describe this in writing. This must be completed by competent persons, to the necessary quality, before the agreed installation start date. If it is not, clause 2.8 applies.

5.4 If you are in breach of clauses 4.1 to 4.3, you may incur additional costs due to delay or the provision of additional services; clause 7 applies to any such costs.

6. CHANGE OF WORK

6.1 If, after signing the contract, you want to change the work, you must consult us first. We may incorporate changes provided it is technically possible, we have the necessary resources, and the necessary permissions are in place.

6.2 If we agree to a change, you must confirm the request in writing within 14 days of first raising it.

6.3 We will then adjust the price by written agreement beforehand where possible, or failing that by subsequent written agreement, by reference to any priced documents, or otherwise by a reasonable amount for the work done or goods supplied.

6.4 Changes that add or revise work may result in extra costs, which we will try to keep to a minimum.

6.5 If the final design differs significantly from what we have described to you, we will draw this to your attention in writing, and you may cancel the contract under clause 17.4.

7. UNEXPECTED WORK

7.1 The Quotation details the hourly or daily costs that would result from unexpected work due to site conditions or special circumstances beyond our control.

7.2 Where unexpected work arises, we will tell you and ask how you want us to proceed. If you want us to continue, clause 6.3 applies.

8. DELIVERY, TITLE AND RISK

8.1 We will deliver the goods to the location detailed in the Quotation.

8.2 If we enter receivership, administration or bankruptcy before delivering the goods, we will insure the money you have paid in advance. We will also ensure our guarantees are honoured should we enter receivership, administration or bankruptcy during the term of the installer's guarantee.

8.3 We will provide details of the insurance-backed guarantee scheme we use, and you will receive a policy directly from the provider once you have signed the Contract.

8.4 We may place your deposit and any advance payment made before delivery in a dedicated client or other third-party account, or use a protected payment scheme. This money may only be used for work under this Contract. If we enter receivership, administration or bankruptcy, money held in that account or scheme will be returned to you or passed to another supplier to complete the work.

8.5 Where your money has been used for specific purchases on your behalf, legal title to those goods (or the proportion paid for) passes to you. We must deliver them to you or label them as belonging to you and, if stored, keep them separate from our own goods and those of third parties, insured, identified as yours, and available for you to inspect or repossess.

8.6 If goods have been delivered to you and the contract ends early under clause 17.2 or 17.3, you must make the goods available for collection; once collected, we will reimburse any money used to purchase them. If you do not make the goods available, we may take legal proceedings to recover them or their value.

8.7 Until ownership passes to you, you must: store the goods separately and identifiably as our property; not destroy, deface or obscure any identifying mark or packaging; and maintain the goods in satisfactory condition.

9. WORKMANSHIP AND PRODUCT WARRANTIES

9.1 We warrant the installation workmanship for a period of 2 years from the date of commissioning (the "Workmanship Warranty Period"), in accordance with MCS requirements. If a defect in workmanship arises during this period, we will repair it at no cost to you.

9.2 The panels, inverter and other major components carry the manufacturers' own product warranties, which are passed on to you and are typically in the region of 25 years for panels and 5–10 years for inverters, but which may vary by manufacturer and model. The specific warranty periods and terms applicable to your system are set out in the Installer Warranty document and manufacturer documentation provided to you on commissioning.

9.3 Where an estimated annual generation figure is given for your system, it is an estimate only, based on standard industry assumptions (including panel orientation, pitch, shading and typical irradiance for your location), and actual generation may vary from that estimate by a reasonable tolerance due to weather, shading changes, grid curtailment and other factors outside our control. We do not guarantee actual energy generation or financial savings.

9.4 The warranties in this clause 9 do not cover: damage caused by misuse, unauthorised modification, or third-party interference with the system; failure to carry out any maintenance recommended by us or the manufacturer; damage caused by events covered by clause 18 (Force Majeure); or normal wear and tear.

9.5 To claim under this clause 9, you should contact us using the details at the top of this document; where a defect relates to a manufacturer's product warranty, we will assist you in making a claim directly to the relevant manufacturer where necessary.

10. LIMITATION OF LIABILITY

10.1 Nothing in these terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by the Consumer Rights Act 2015 as to title, description, satisfactory quality and fitness for purpose; or (d) any other liability which cannot be limited or excluded under English law.

10.2 Subject to clause 10.1, our total liability to you arising out of or in connection with this contract, whether in contract, tort (including negligence) or otherwise, will not exceed the total price payable under the Quotation.

10.3 Subject to clause 10.1, we will not be liable for any indirect or consequential losses, including loss of income or loss of anticipated savings, save that this does not affect any right you have under the Consumer Rights Act 2015 or other consumer protection legislation which cannot be excluded.

10.4 Roofs may be fragile, and the condition of a roof cannot always be fully determined during a survey. Where reasonably practicable, we will carry out a roof condition survey before installation, and will ask you to disclose any known issues with the roof's condition. If, during installation, a roof is found to be fragile or in poor condition, we will halt work and consult you on the best way forward before proceeding. Subject to clause 10.1, our liability for accidental damage to a roof during installation is limited to the amount in clause 10.2, save that we will not seek to exclude liability entirely for damage caused by our negligence or failure to exercise reasonable care.

10.5 Electrical Installation Condition Reports can be an invasive process, and on older installations with degraded wiring, further issues may come to light as a result. If this happens, we will halt work to discuss options with you, and will not be held liable for unavoidable issues identified during such an inspection.

11. GRID CONNECTION AND DNO NOTIFICATION

11.1 We will, on your behalf and at no extra charge (unless otherwise stated in the Quotation), notify your Distribution Network Operator (DNO) of the installation in accordance with the applicable G98 or G99 technical standards, and will obtain any necessary DNO approval before commissioning where required.

11.2 If the DNO imposes any limitation on your ability to export electricity to the grid (for example, an export limitation device or reduced export capacity), we will inform you of this as soon as we become aware of it. We do not guarantee any particular level of export capacity, as this is a matter for the DNO.

11.3 You must provide any information reasonably required to support the DNO notification or application, and must not make any alteration to the grid connection arrangements without informing us and the DNO.

12. SMART EXPORT GUARANTEE

12.1 Under the Smart Export Guarantee (SEG), you may be entitled to payments from a licensed electricity supplier for electricity your system exports to the grid.

12.2 We will not assist you with SEG registration. Where we do assist, this is limited to providing the information reasonably required by your chosen SEG supplier; the decision to register, and the choice of SEG supplier and tariff, is yours.

12.3 SEG rates and eligibility criteria are set by individual energy suppliers and may change over time. We do not guarantee any particular SEG rate, eligibility, or level of financial return, and we are not responsible for any supplier's decision to accept, reject or vary an SEG application.

13. MCS, BUILDING REGULATIONS AND PLANNING

13.1 You are responsible for obtaining planning permission before installation of the solar PV system, where this is required. We will not be liable if the system must be removed due to a lack of planning permission, and any costs of removal will be chargeable to you.

13.2 We will notify building control of the electrical alterations forming part of the solar PV installation, and of the solar PV installation itself, where this is our responsibility under the applicable Building Regulations.

13.3 We will register the installation with the MCS Installation Database in accordance with clause 3.4.

14. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

14.1 Each party will keep confidential any non-public information disclosed by the other in connection with this Contract (including system designs, specifications and pricing), and will use it only for the purposes of the Contract, except where disclosure is required by law.

14.2 Any designs, drawings or specifications we produce for your installation remain our intellectual property, save that you may use them for the operation, maintenance and repair of your own system.

15. INDEMNITY

15.1 You agree to indemnify us against any reasonably foreseeable losses we incur as a result of: (a) inaccurate or incomplete information you provide to us in connection with the Contract (including as to roof condition, planning status or electrical supply); or (b) damage to our equipment caused by your, or your invitees', misuse or negligence, save that this clause 15 does not apply to the extent any such loss arises from our own breach of contract or negligence.

16. DISPUTE RESOLUTION

16.1 If you have a complaint, please contact us in the first instance using the details at the top of this document. We aim to acknowledge your complaint within 5 working days and to provide a substantive response within 28 days.

16.2 If we are unable to resolve your complaint directly, and it relates to the sale and installation of your domestic renewable energy system, you may refer the matter to RECC's dispute resolution procedure, provided it falls within RECC's remit. We will follow this procedure if you wish. Details of how to complain to RECC are on the RECC website: recc.org.uk/consumers/how-to-complain.

16.3 Disputes relating to the MCS Installer Standards may be referred to our MCS Certification Body: NAPIT, 4th Floor, Mill 3, Pleasley Vale Business Park, Mansfield, Notts, NG19 8RL. Telephone: 0345 543 0330. Email: info@napit.co.uk.

16.4 Before or instead of court proceedings, either party may propose mediation through a recognised mediation body, and both parties will consider such a proposal in good faith.

16.5 For any dispute or claim outside the remit of RECC or the MCS Certification Body (including non-contractual disputes or claims), the courts of England and Wales have exclusive jurisdiction, without prejudice to your right to seek independent legal advice at any time.

17. CONTRACT CANCELLATION

Your Rights

17.1 Your rights to a cancellation period are set out in clauses 1.4 and 1.5. A model cancellation form is included in the Appendix to this document, which you may (but need not) use.

17.2 If you cancel after the cancellation period referred to in clause 1.4, you may have to pay compensation for costs or losses we have reasonably incurred (for example, materials ordered specifically for your installation or work already carried out), calculated by reference to our actual costs and losses. We will try to keep these to a minimum, and we may retain all or part of your deposit and any advance payment as a contribution.

17.3 If you want work to start during the cancellation period, you must request this in writing and sign the request. If work starts and you later cancel within the cancellation period, you may be responsible for the cost of goods and services already supplied and for making good the property.

17.4 If there is a delay to delivery or installation for reasons outside your control, you are entitled to cancel and receive a full refund, in line with the Consumer Code and the Consumer Rights Act 2015.

17.5 If we breach our obligations under this Contract, your remedies depend on the circumstances:

- if we breach the contract for the supply of services, you are entitled to a repeat performance of the service or a price reduction;
- if any goods we supply are faulty, incorrectly installed, incorrectly described, or not fit for purpose, you can request a repair or replacement, or reject the goods and claim a refund or compensation.

You cannot seek the remedies in clauses 17.4 and 17.5 if you simply change your mind about the contract or no longer want some or all of the components, outside the statutory cancellation period.

Our Rights

17.6 As set out in clause 6.5, you may cancel the contract (and have any deposit or advance payment refunded) if the final design differs significantly from what we described to you.

17.7 If you are in breach of your obligations under this Contract and fail to remedy that breach within 14 days of receiving written notice from us, we have the right to cancel the contract, provided we have given you a reasonable opportunity to put the breach right.

17.8 If we suffer a loss as a result of your breach of contract, we will take reasonable steps to mitigate that loss. If your breach leads to cancellation, you may have to pay compensation for reasonable costs or losses we have incurred.

18. FORCE MAJEURE

18.1 Neither party is liable to the other for any delay or failure to perform caused by an event beyond that party's reasonable control and without its fault or negligence, including acts of God, severe weather, fire, flood, war, terrorism, civil commotion, pandemic or epidemic, strikes or industrial action, or the failure of suppliers or subcontractors.

18.2 The affected party will notify the other as soon as reasonably practicable and take reasonable steps to mitigate the impact of the event. If the event continues for more than 90 days, either party may cancel the contract, and clause 17 applies to the consequences.

19. GENERAL PROVISIONS

19.1 Notices. Any notice under this Contract must be in writing and sent by post or email to the addresses given at the top of this document (or such other address notified in writing).

19.2 Severance. If any provision of this Contract is found invalid or unenforceable, the remaining provisions will continue in full force and effect.

19.3 Waiver. A failure or delay by either party to exercise any right under this Contract will not operate as a waiver of that right.

19.4 Variation. No variation of this Contract will be effective unless agreed in writing and signed by both parties.

19.5 Assignment. You may not assign or transfer your rights or obligations under this Contract without our prior written consent. We may assign or subcontract our rights or obligations under this Contract, provided this does not reduce the protections available to you under the Consumer Code.

19.6 Entire Agreement. This Contract, together with the Quotation, sets out the entire agreement between us and supersedes all prior discussions and agreements, save that nothing in this clause limits any liability for fraud or fraudulent misrepresentation.

19.7 Third Party Rights. A person who is not a party to this Contract has no right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

COMPANY SIGNED:

TOM PERRETTA
DIRECTOR, LUMISOL LTD

LEE BRYANT
DIRECTOR, LUMISOL LTD

DATE

I hereby acknowledge receipt and accept the contents of this agreement:

SIGNED:

NAME:

DATE

HOME ADDRESS: