Powering Norfolk For A Sustainable Future.

TERMS OF BUSINESS

Lumisol

SOLAR • EV CHARGING • ELECTRICAL



1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following definitions apply:

- "Business Day" means a day (other than a Saturday, Sunday or public holiday in England) on which banks in London are open for business.
- "Company", "we", "us" or "our" means Lumisol LTD, a company registered in England and Wales (company number 15074675) whose registered office is at 31 Vera Road, Rackheath, Norwich, NR13 6QP.
- "Conditions" means these terms and conditions as amended from time to time in accordance with clause 19.7.
- "Contract" means the contract between the Company and the Customer for the supply of Goods and/or Services, comprising the Quotation, these Conditions and any documents referred to in either of them.
- "Customer", "you" or "your" means the person(s) or entity identified in the Quotation as receiving and/or purchasing the Service.
- "Deliverables" means the Goods, System, documents, designs, drawings and other outputs produced or supplied by the Company for the Customer under the Contract.
- "Force Majeure Event" has the meaning given in clause 15.
- "Goods" means any goods, equipment, materials or systems agreed to be supplied by the Company under the Contract, including the System.
- "Goods Specification" means any specification for the Goods, including any relevant plans, drawings and documents, as set out in or referred to in the Quotation.
- "Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trademarks, trade names, design rights, database rights, know-how and all other intellectual property rights, in each case whether registered or unregistered and including all applications for the same.
- "Losses" means all losses, liabilities, damages, costs and expenses (including reasonable legal and professional costs), whether direct, indirect or consequential.
- "Order" means the Customer's order for the Goods and/or Services as set out in the Quotation or as otherwise confirmed by the Customer.
- "Premises" means the building or property into which the Service is carried out.
- "Quotation" means the written quotation provided by the Company to the Customer for the supply of Goods and/or Services.
- "Service" means the works carried out and, if applicable, the System installed, as specified in the Quotation.
- "Service Specification" means any description or specification of the Service, including any timetable, as set out in or referred to in the Quotation.
- "Supplier Materials" means any materials, equipment, documents or other property of the Company used in connection with the Service.
- "System" means any electrical or electronic equipment installed as specified in the Quotation.

1.2 In these Conditions:

- a reference to "including" or "includes" means including or includes without limitation;
- a reference to a statute or statutory provision includes that statute or provision as amended, extended, re-enacted or replaced from time to time;
- words in the singular include the plural and vice versa, and a reference to one gender includes every gender;
- a reference to a "person" includes an individual, corporate or unincorporated body; and
- clause headings do not affect the interpretation of these Conditions.

2. FORMATION OF CONTRACT

2.1 The Quotation is an invitation to treat only and does not constitute an offer capable of acceptance by the Company.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. No Contract comes into existence until the Company issues a written acceptance of the Order (including by email), or, if earlier, begins performing the Service.

2.3 The Quotation is valid for a period of 28 days from its date, after which it may be withdrawn or amended by the Company.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Company, and any descriptions or illustrations contained in the Company's marketing materials, are issued for illustrative purposes only and do not form part of the Contract.

3. SERVICES

3.1 The Company will provide the Customer with the Service in accordance with these Conditions and the Quotation. Any additional services provided by the Company in the future will also be provided on these Conditions unless otherwise agreed in writing.

3.2 The number of the Company's personnel assigned, and the time for performance, are estimates only. The Company will use all reasonable efforts to meet those estimates but time is not of the essence unless expressly agreed in writing.

4. DELIVERY, TITLE AND RISK

4.1 The Company will deliver the Goods to the location specified in the Quotation.

4.2 Delivery is complete when the Goods are delivered to the delivery location, or, where the Customer fails to take delivery, at the time delivery was attempted.

4.3 Risk in the Goods passes to the Customer on completion of delivery. Title to the Goods does not pass to the Customer until the Company has received payment in full of all sums due in respect of the Goods (and any other sums then due from the Customer to the Company).

4.4 Until title passes, the Customer must: (a) store the Goods separately from other goods so that they remain readily identifiable as the Company's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) maintain the Goods in satisfactory condition and keep them insured; and (d) not create any charge or other security interest over the Goods.

4.5 If the Customer fails to take delivery of the Goods when they are ready, the Company may store the Goods until delivery takes place and charge the Customer reasonable costs of storage and insurance.

4.6 The Company may deliver the Goods by instalments. Each instalment is treated as a separate contract, and a failure by the Company in respect of one instalment does not entitle the Customer to cancel any other instalment.

4.7 Where money paid in advance by the Customer has been used to purchase specific Goods on the Customer's behalf, title to those Goods (or the proportion paid for) passes to the Customer once purchased. The Company will keep any such Goods that it stores separately from its own goods and those of third parties, and identified as the Customer's property, until delivered.

5. PAYMENT TERMS

5.1 Unless agreed otherwise, the Customer will be invoiced for the Service on a monthly basis, with payment due within 14 days of the date of invoice.

5.2 On jobs where the total price is less than £200, payment is due on completion.

5.3 Unless agreed otherwise, a deposit is required on every job where materials equate to more than £500. Between £500 and £2,000, a deposit of 50% of the total price is payable before work commences. Where materials exceed £2,000, the total cost of materials is payable before work commences (which may be split into first and second fix as applicable).

5.4 Where the Contract provides for agreed monthly payments, these are due on the first day of each month. Failure to make two consecutive monthly payments will entitle the Company to terminate the Contract in accordance with clause 14.

5.5 All prices are exclusive of VAT unless stated otherwise. VAT is payable by the Customer in addition, at the rate applicable at the relevant tax point.

5.6 If the Customer fails to make any payment due under the Contract by the due date, the Company may charge interest on the overdue amount at the rate of 2.5% per annum above the Bank of England base rate from time to time, accruing daily from the due date until payment is made, whether before or after judgment.

5.7 The Customer may not withhold or set off any payment due under the Contract without the Company's prior written agreement, save that where the Customer alleges a minor defect in the Goods or Service, the Customer may withhold no more than a proportionate amount of the sum otherwise due, provided the Customer gives the Company written notice, as far in advance as possible, of the amount withheld and the reasons for doing so.

5.8 If any invoiced amount remains unpaid seven days after the due date, the Company may, on written notice, suspend further performance of the Service (including delivery of Goods) until payment is received in full, without liability to the Customer for any resulting delay.

5.9 Where the Company agrees to apply for EVHS, WCS or other applicable grants on the Customer's behalf in connection with the installation of electric vehicle charge points, such grants are applied for and claimed after installation. If a grant application is rejected because of inaccurate or incomplete information, whether provided by the Customer or the Company, or a failure to provide required information, the Customer will be liable to pay the Company an amount equal to the grant deduction.

5.10 Where any equipment is to be hired for the Service (for example, access equipment), or any other significant cost is to be incurred that is outside the Company's control, the Customer must pay for this in advance and in full before the Company is obliged to commence the relevant work.

6. INTELLECTUAL PROPERTY

6.1 All Intellectual Property Rights in the Deliverables, and in any designs, drawings, know-how or other materials created or used by the Company in connection with the Service, remain vested in the Company (or its licensors) at all times.

6.2 Subject to payment in full, the Company grants the Customer a non-exclusive, non-transferable licence to use the Deliverables for the purpose for which they were supplied. Nothing in this Contract transfers ownership of any Company Intellectual Property Rights to the Customer.

6.3 Any Intellectual Property Rights in materials, drawings or specifications provided by the Customer remain the Customer's property. The Customer grants the Company a licence to use such materials to the extent reasonably necessary to perform the Contract.

7. WARRANTY

7.1 The Company warrants that the Service will be performed with reasonable care and skill and in accordance with applicable industry standards. This warranty is given on the basis of, and is subject to the accuracy of, information provided by the Customer, and does not cover defects caused by materials, data or instructions supplied by the Customer or a third party, or by matters outside the Company's reasonable control.

7.2 Subject to clause 7.4, the Company warrants that the Goods will be free from material defects in materials and workmanship for a period of 12 months from the date of delivery or completion of installation (whichever is later) (the "Warranty Period"). If a Good does not comply with this warranty during the Warranty Period, the Company will, at its option, repair or replace the defective Good, or refund the price paid for it, provided the Customer notifies the Company promptly on becoming aware of the defect.

7.3 The warranty in clause 7.2 does not apply to any defect arising from: fair wear and tear; wilful damage; misuse or negligence; abnormal storage or working conditions; failure to follow the Company's instructions; or any alteration or repair carried out without the Company's written approval.

7.4 To the fullest extent permitted by law, all conditions, warranties or other terms concerning the Goods or Service that might otherwise be implied by statute, common law or otherwise are excluded, save for those implied by section 12 of the Sale of Goods Act 1979, section 2 of the Supply of Goods and Services Act 1982, or (where the Customer deals as a consumer) the Consumer Rights Act 2015, which cannot lawfully be excluded and are unaffected by this clause.

7.5 Where the Service includes a Solar PV installation, the Installer Warranty document issued to the Customer sets out additional warranty terms specific to that installation and takes precedence over this clause 7 to the extent of any inconsistency.

8. LIMITATION OF LIABILITY

8.1 Nothing in these Conditions limits or excludes the Company's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, the Company's total aggregate liability to the Customer arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to 1x the total charges paid or payable by the Customer under the Contract.

8.3 Subject to clause 8.1, the Company shall not be liable for any: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of or damage to goodwill; (e) loss of use or corruption of data; or (f) any indirect or consequential loss.

8.4 The limits and exclusions in this clause 8 reflect the insurance cover maintained by the Company and the price payable under the Contract, and are considered by the parties to be fair and reasonable in the circumstances.

9. DATA PROTECTION

9.1 Each party will comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018 ("Data Protection Legislation"), in connection with personal data processed under the Contract.

9.2 The Company acts as data controller in respect of personal data provided by the Customer for the performance of the Contract (which may include names, addresses, contact details and property information), and will process such data only: (a) to perform the Contract; (b) to comply with its legal and regulatory obligations; and (c) for its own legitimate business purposes, as further described in its privacy notice, available on request.

9.3 The Company will implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, and against accidental loss, destruction or damage.

9.4 If the Company becomes aware of a personal data breach affecting the Customer's personal data, it will notify the Customer without undue delay and provide such information as is reasonably required to enable the Customer to meet any of its own notification obligations.

9.5 Where the Company engages a subcontractor or other third party to process personal data on its behalf, it will ensure that party is subject to obligations no less protective than those set out in this clause 9.

9.6 The Customer may exercise their rights under Data Protection Legislation (including rights of access, rectification, erasure and objection) by contacting the Company using the details at the top of these Conditions.

10. CONFIDENTIALITY

10.1 "Confidential Information" means any information disclosed by one party (the "Discloser") to the other (the "Recipient"), whether before or after the date of the Contract, that is marked as confidential or that a reasonable person would consider to be confidential given its nature and the circumstances of disclosure, including pricing, designs, drawings, know-how and business information.

10.2 The Recipient will: (a) keep the Discloser's Confidential Information confidential and protect it with no less care than it uses for its own confidential information of a similar nature (and in any event a reasonable degree of care); (b) only disclose it to its employees, agents and subcontractors who need to know it for the purposes of the Contract and who are bound by confidentiality obligations at least as strict as those in this clause; and (c) use it only for the purposes of performing the Contract.

10.3 Clause 10.2 does not apply to information that: (a) is or becomes public knowledge other than through the Recipient's breach; (b) was already lawfully known to the Recipient before disclosure; or (c) is required to be disclosed by law, regulation or a competent authority.

10.4 The obligations in this clause 10 survive for a period of two years following termination or expiry of the Contract.

11. TERMINATION

11.1 Either party may terminate the Contract with immediate effect by giving written notice if the other party commits a material breach of the Contract which, if capable of remedy, is not remedied within 14 days of receiving written notice requiring it to be remedied.

11.2 The Company may terminate the Contract with immediate effect by written notice if the Customer fails to pay any sum due under the Contract by its due date and remains in default seven days after being notified in writing.

11.3 Either party may terminate the Contract with immediate effect by written notice if the other party: is unable to pay its debts as they fall due; enters into liquidation, administration, receivership or any composition with its creditors; or suffers any analogous event in any jurisdiction.

11.4 Where the Customer is a business, the Company may terminate the Contract on written notice if there is a change of control of the Customer that the Company reasonably considers is likely to affect the Customer's ability to perform its obligations under the Contract.

11.5 On termination for any reason: (a) the Customer will pay the Company for all Goods delivered and Services performed up to the date of termination, together with any reasonable costs already committed by the Company; (b) the Company may require the return of any Goods in respect of which title has not passed; and (c) clauses 6 (Intellectual Property), 8 (Limitation of Liability), 9 (Data Protection), 10 (Confidentiality) and 19 (General Provisions) survive termination, together with any other clause which by its nature is intended to survive.

11.6 Termination does not affect any rights or liabilities that have accrued before termination.

12. FORCE MAJEURE

12.1 A "Force Majeure Event" means any event beyond a party's reasonable control, including (without limitation) acts of God, fire, flood, storm, pandemic or epidemic, war, terrorism, civil commotion, strikes or industrial action (other than by the affected party's own workforce), failure of utilities, and failure or delay by suppliers or subcontractors.

12.2 Neither party is liable to the other for any delay or failure to perform its obligations under the Contract to the extent such delay or failure results from a Force Majeure Event, provided that the affected party notifies the other as soon as reasonably practicable and takes reasonable steps to mitigate the impact of the event.

12.3 If a Force Majeure Event prevents either party from performing its obligations for a continuous period of more than 60 days, either party may terminate the Contract by written notice, in which case clause 11.5

applies.

13. CUSTOMER OBLIGATIONS

The Customer shall, throughout the Contract:

- afford the Company, its employees and agents full and free access to the Premises during normal working hours (and at other times where reasonably required) to enable the Company to perform its obligations;
- provide, free of charge, reasonable access to water, washing facilities, toilets, electricity supply and adequate storage space, and clear access to the work area;
- notify the Company promptly in writing if the Customer agrees to dispose of the Premises (or any part of them), including the name and address of the person to whom disposal is to be made;
- not adjust, reset, repair, alter or interfere with the System without the Company's consent;
- use and operate the System with reasonable care to ensure its proper and efficient operation;
- notify the Company promptly of any defect in the System or any repairs that appear necessary, and permit the Company to take reasonable steps to remedy such defects;
- pay the reasonable cost of any work required to the System as a result of damage caused by fire, storm, flood, riot, civil disturbance, break-in or attempted break-in, terrorism, accident, nuisance, misuse of the System, or persistent accidental operation; and
- notify the Company promptly of any proposed structural alteration to the Premises that may affect the System.

14. AFTERCARE

14.1 Where agreed, the Company will service and maintain the System in accordance with the relevant British Standard and/or manufacturer's instructions, and will issue an inspection certificate after each visit for the period of the maintenance contract.

14.2 Where agreed, the Company will provide maintenance and emergency telephone and remote support for the period of the maintenance contract.

15. CONDITION OF THE PREMISES

15.1 In this clause, "necessary damage" means damage to the fabric of the Premises (for example, chasing of walls or penetration of ceilings) that is a reasonably foreseeable and unavoidable consequence of properly carrying out the agreed Service using reasonable skill and care, and which has been identified in the Quotation or otherwise notified to the Customer in writing before work begins.

15.2 "Minor unavoidable damage" means small-scale cosmetic damage (such as small holes or surface marks) that arises incidentally from the Service and that could not reasonably have been avoided notwithstanding the exercise of reasonable skill and care.

15.3 Where necessary damage occurs, it is the Customer's responsibility to make good and redecorate the affected area. Where minor unavoidable damage occurs, the Company will make good the immediate area with a single coat of filler, and it remains the Customer's responsibility to decorate thereafter.

15.4 On request, the Company will carry out a pre-work condition survey (including a photographic record) of the areas of the Premises likely to be affected by the Service, before work begins.

15.5 Where an intruder alarm system installed by the Company is an insurance requirement, the Customer must inform the Company of the insurer's specification and the reason for it. The Company is not NSI or SSAIB accredited, and written confirmation must be obtained from the insurer that it approves the Company to maintain the system; where the insurer requires an accredited contractor, the Company can recommend one.

16. GENERAL PROVISIONS

16.1 Notices. Any notice given under the Contract must be in writing and delivered by hand, sent by pre-paid post, or sent by email to the address or email address specified in the Quotation (or such other address as either party notifies to the other). A notice is deemed received: if delivered by hand, at the time of delivery; if sent by pre-paid post, 48 hours after posting; and if sent by email, when transmitted, provided no delivery failure notice is received.

16.2 Severance. If any provision of these Conditions is held to be invalid or unenforceable, that provision will be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions will continue in full force and effect.

16.3 Waiver. No failure or delay by either party in exercising any right under the Contract will operate as a waiver of that right, nor will any single or partial exercise of a right preclude any further exercise of it.

16.4 No Partnership or Agency. Nothing in the Contract creates a partnership, joint venture, or relationship of agency between the parties.

16.5 Entire Agreement. The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, agreements or arrangements between them.

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

16.7 Variation. No variation of the Contract is effective unless it is in writing and signed by (or on behalf of) both parties.

16.8 Assignment. The Customer may not assign, transfer or subcontract any of its rights or obligations under the Contract without the Company's prior written consent. The Company may assign or subcontract any of its rights or obligations under the Contract at any time.

16.9 Governing Law. The Contract, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), is governed by the law of England and Wales.

16.10 Jurisdiction. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract (including non-contractual disputes or claims).

By signing the Quotation, or otherwise confirming your acceptance, you agree to these terms and conditions in full.

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:

01603 327719
info@lumisol.co.uk
lumisol.co.uk