



A proposal for the supply and installation of a Solar PV System prepared for:

## The Star Inn

## Proposal Content

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Mrs Karen Wilkinson  
The Star Inn  
Harbottle  
Northumberland  
NE65 7DG

Monday, February 3, 2020

Dear Karen,

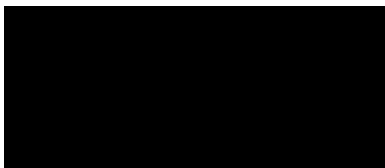
Thank you for affording ARP the opportunity to submit our proposal for the supply and installation of a Solar Photovoltaic renewable electricity generating system for your business premises. We appreciate the trust and confidence that you have placed in our company and in our ability to complete your project to best value and quality requirements.

Within our proposal you will find our technical designs, equipment specifications and fees, also included within our documentation (and of equal importance) are details of our antecedents, our expertise and our qualifications – all of which are necessary to provide you with peace of mind that you are dealing with a capable, reputable and well established organisation.

Should you require clarification on any of our proposals contents, or desire further information we will be pleased to provide it.

My colleagues and I will welcome the opportunity to be of service to you and trust that our proposals will meet with your subsequent approval.

Yours faithfully,  
For and on behalf of:  
Advanced Renewable Power Ltd



Mark Dunville  
Technical Director

## 2. Your Introduction to ARP

### *Who We Are....*

Established in 2011 Advanced Renewable Power Ltd (ARP) is an award-winning renewable energy specialist in the installation of Solar and energy efficient technologies that power business and the home.

### *What We Do...*

We save customers money and we decrease their reliance on fossil fuels.

Working in the commercial and domestic markets, we design, supply and fit bespoke renewable energy systems created in close and friendly consultation with each customer and installed through quality workmanship, with an after-care service committed to long-term customer satisfaction.

Our dedication to ensuring that our work impacts positively on the environment - and on our customers' lives - means that we use only materials and systems developed and supplied by the most renowned manufacturers – ensuring the highest product quality and best results.

From these high standards derives an immense pride in the overall quality of service we provide, one which has earned us 100% 5-star customer satisfaction ratings across every independent customer review site ([www.yougen.com](http://www.yougen.com)) and we have helped cut energy bills to the businesses, homes and community premises we support.

### *A Selection of our Customers...*



### *Our Dedicated Team...*

Every member of ARPower’s award winning team prides themselves on their ethical and personal approach to delivering fit for purpose solutions that allow our customers to conveniently access cost-effective renewable energy.

Our exceptional standard of work and customer care – from order, to installation, to aftercare – has seen us win the ‘Low Carbon, Corporate Responsibility and Environment’ Award at the prestigious 2014 North East Business Awards, run in collaboration with the North East Chamber of Commerce.

Our success is built on ownership by individuals who truly believe in the advancement of ‘green’ energy and environmental sustainability. Our goal is crystal clear – to accelerate the use of Solar and other renewable technologies in the UK.

We are dedicated to providing each and every customer with a reliable, courteous, efficient and high quality service – from enquiry stage to final commissioning – with attention to detail, quality, workmanship, after-care and ultimately – satisfaction.



### *Your Key Contacts...*

We believe in delivering the best customer experience possible (*our hard earned reputation depends on it*) and our team will always do our best to help you in any way we can...

Our main switchboard telephone number is [REDACTED] and you can also contact the following leading individuals via email:

**Mark Dunville**  
Technical Director  
[REDACTED]

**Maria Pittiglio**  
Finance Director  
[REDACTED]

### 3. Our Accreditations

*We are Qualified to look after you...*

It's vitally important to know that you're dealing with an ethical and reputable installer – you are assured that ARPower is a well-established company that has been inspected, assessed and approved to carry out its activities. Please see accreditations below:



Microgeneration Installer Scheme

*Certificate of Approval*

Microgeneration Certification Scheme (MCS) is an internationally recognised quality assurance scheme, supported by the Department of Energy & Climate Change.

MCS is a mark of quality and demonstrates compliance to industry standards. It highlights to consumers that companies are able to consistently install or manufacture to the highest quality every time. Our registration number is NAP 28838.



Advanced Renewable Power are Napit approved for the Electrical Installer Scheme; A1.1 (dwellings) and A1.2 (Commerical).

Napit certify that ARP has been successfully assessed against the requirements of the IET Electrotechnical Assessment Specification including its relevant annexes, and the Building Regulations Schedule 3, as Amended, and is therefore approved to undertake the design, construction, maintenance, verification and/or inspection and testing of electrical installations up to 1 kV.



The Renewable Energy Consumer Code was set up by the Renewable Energy Association to guarantee a high quality experience for consumers wishing to buy or lease small-scale energy generation systems for their homes. Our registration number is 00050539.



Independent Warranty Association (IWA) is a market leader for deposit protection and guarantee Insurance within the home improvement industry.



ARP is a member of CHAS (the Contractor Health & Safety Assessment Scheme). CHAS is an auditing and certifying body which verifies that our H&S procedures meet required health and safety standards.

The company was awarded membership of CHAS on 25<sup>th</sup> November 2015

### 3.1 Our Awards

#### Recognition for our hard work and innovation...

It's always nice to receive a compliment – it's even nicer to receive an award which recognizes our hard work and innovation, especially as we are being judged by our peers and being found to be the best in our particular field.

Whilst we are exceptionally appreciative and proud to receive them - we are actually quite modest about our achievements. That said, our numerous awards let everyone know that they are dealing with a company that is openly recognized as a leader within our industry.

In the past few years, we have been presented with the following...



Voted "Solar PV Installer of the Year" North East 2017



Winners of the "Low Carbon, Corporate Responsibility and Environment" Award, 2014 North East Business Awards, in collaboration with the NE Chamber of Commerce



Winners "Retrofit of the Year 2015" category of the highly prestigious UK National Heating & Renewables Awards.



Winners of the Solar Power Portal Awards 2015 – Under 250kW roof top project.

## 4. Our Proposal

Our proposal includes the installation of a Solar PV electricity generation system to your premises. This system will significantly reduce your electricity bills as you will be drawing electricity from your PV system rather than the grid.

We use high quality Solar photovoltaic panels that will generate electricity even on a cloudy day. We would expect each panel's peak power to generate approximately 700-800kWh hours of electricity every year. This figure varies depending on the precise weather conditions, panel positioning and shadowing (please see predicted output below).

The installation will involve fixing the Solar panels to either your roof or ground mounted design. These panels will generate direct current (DC) electricity that will be fed into a high quality inverter. This inverter converts the DC electricity into 240V/415V of alternating current (AC) which is in-phase and therefore compatible with your mains electricity supply.

As part of your installation you will also be provided with electricity meters. The gross meter will measure the total amount of electricity that the system generates.

### *4.1 Aerial View of Proposed Building*

The view below shows the proposed area that we intend to utilise.





## 4.2 Proposed Technical Design

For your information, please see the design below showing the proposed layout of the panels;



**12x SunPower- SPR-P19-325-BLK Panels@ 325W = 3.9 kWp System**

## 4.3 Shading

**No Shading Identified. = Shading Value of 1**

#### 4.4 Product Specification

<b>Solar Panels</b>	- SunPower 325W All Black Panels
<b>Inverters</b>	- SolarEdge
<b>Generation Meter (Ofgem Approved) Only</b>	- Emlite
<b>Mounting System</b>	- Schletter

**Additional Items** - All cables (both AC and DC) would be oversized, to achieve a **1%** (or less) volt drop throughout

#### 4.5 General Assumptions & Caveats

- The amount of carbon saved per kWh is based on current DECC guidelines. The conversion factor is 0.542kg CO<sub>2</sub> per kWh produced from a carbon free source
- All designs and anticipated returns are subject to a detailed solar site survey by an installation representative.
- It is the responsibility of the client to obtain all relevant permissions (such as planning and building consents) that are necessary before we start work on the installation. In the event that these are necessary then those permissions (and related drawings and/or specifications) must be made available to the installation company. ARP can assist with the process if planning is required, however, for systems up to 1mW, Solar PV is classed as permitted development.
- The performance of Solar PV systems is impossible to predict with certainty due to the variability in the amount of Solar radiation (sunlight) from location to location and from year to year. The above estimates are based upon calculations for our solar design software and not Sap (Standard assessment procedure for energy rating of buildings) and are given as guidance only. They are not given as a guarantee of performance.

#### 4.6 Services Explained

- *Installation Team* - each installation is carried out by our qualified team. An installation supervisor will be on hand all day and will be the designated point of contact to make sure everything runs smoothly and to specification.
- *Planning Permission* – planning permission is not usually required for non-domestic properties unless the property is a listed building or in a conservation area. System sizes above 50kWp require lawful development certificate. We can assist with the planning application if you require. The cost is not included within the proposal.
- *DNO Notification* – for systems above 3.68kW (16Amps) per phase we will need to seek approval from your network operator. The system we have proposed will come under G99. Some DNOs charge for the grid application, which varies for each application. The engineer assigned to the case will confirm the A&D fees and look for approval from the client (us) before proceeding. At this point the fees become payable whether or not you chose to proceed with a Solar installation. ARP reserves the right to invoice you for the A&D fees if you decided to not proceed with the Solar once the application approval is given.

#### 4.7 Final Commissioning and Handover

We pride ourselves on our high-quality installations and make every effort to leave the property clean and tidy. When your installation is complete, a member of our team will talk you through the various aspects of the installation and how to get the most from your system.

We will provide you with an electronic handover pack that contains your user guide, servicing information, certificates, paperwork and frequently asked questions pages. This keeps all the relevant documentation together for future ease of access.

#### 4.8 Predicted System Performance

<b>SYSTEM SPECIFICATION</b>		
<b>Panel make &amp; Model</b>	-	<b>SunPower SPR-P19-325-BLK</b>
<b>Number of Panels</b>	-	<b>12</b>
<b>Wattage of Panels</b>	-	<b>325W</b>
<b>Total System Size</b>	-	<b>3.9kWp</b>

<b>Climate Data</b>		
<b>Postcode</b>	-	<b>NE65 7DG</b>
<b>Irradiance Zone</b>	-	<b>9E</b>
<b>Roof Pitch</b>	-	<b>28°</b>
<b>Roof Orientation from South</b>	-	<b>0°</b>
<b>Shading Factor</b>	-	<b>1</b>
<b>Insolation (kwh/m2)</b>	-	<b>889</b>

<b>SYSTEM PERFORMANCE (kWh Per Annum)</b>
<b>3,467.10</b>

"The performance of solar PV systems is impossible to predict with certainty due to the variability in the amount of solar radiation (sunlight) from location to location and from year to year. This estimate is based upon the standard MCS procedure is given as guidance only. It should not be considered as a guarantee of performance."

## 5. Fees and Financial Return

**The one-off fee for the supply and installation of your bespoke Solar PV systems specified within this proposal is £5,872.00 Ex VAT**

You will begin saving money and increasing revenue from the moment your system is commissioned.

Our conservative estimate for your return on investment is as follows:

- Earnings/savings after year 1: **£ 266.10**
- Profit after 30 years (less capital cost): **£11,135.24**
- System Cost (ex VAT): **£5,872.00**
- Average ROI per annum **6.32%**
- Lifetime CO<sub>2</sub> saving: **42,469.20 kgCO<sub>2</sub>eq**

Your price includes the supply and fit of 3.9 kWp fully commissioned Solar PV System, please see breakdown below:

Qty	Description	
1	3.9 kWp System Solar PV System 12 x 325Wp Solar Modules SolarEdge Inverters Generation Meter (Ofgem Approved) Mounting System BOS Fully Installed and Commissioned Hand Over Documentation Pack	£5,411.00
1	Eddie Immersion Controller	£461.00
<b>Total</b>	<b>Ex VAT</b>	<b>£5,872.00</b>

Payments are broken down into three Instalments:

25% with order; 35% 14 days prior to installation; and 40% upon completion of the installation

### 5.1 3.9 kWp Anticipated Fiscal Returns

Energy rate used = 15.35p

Year	Estimated Annual Generation Per Annum (kWh)	Saving Against Electricity Bills (15.35p per unit) (£) 50% Generation Usage
2019	3,467.1	£ 266.10
2020	3,439.4	£ 279.81
2021	3,411.6	£ 294.21
2022	3,383.9	£ 309.32
2023	3,356.2	£ 325.19
2024	3,328.4	£ 341.86
2025	3,300.7	£ 359.35
2026	3,272.9	£ 377.71
2027	3,245.2	£ 396.98
2028	3,217.5	£ 417.20
2029	3,189.7	£ 438.42
2030	3,162.0	£ 460.69
2031	3,134.3	£ 484.04
2032	3,106.5	£ 508.54
2033	3,078.8	£ 534.24
2034	3,051.0	£ 561.20
2035	3,023.3	£ 589.46
2036	2,995.6	£ 619.10
2037	2,967.8	£ 650.17
2038	2,940.1	£ 682.73
2039	2,912.4	£ 716.87
2040	2,884.6	£ 752.65
2041	2,856.9	£ 790.13
2042	2,829.2	£ 829.41
2043	2,801.4	£ 870.56
2044	2,602.9	£ 857.40
2045	2,429.4	£ 848.25
2046	2,255.8	£ 834.92
2047	2,082.3	£ 816.94
2048	1,908.8	£ 793.79
<b>Total</b>	<b>78,356.46</b>	<b>£ 17,007.24</b>

System Cost (ex VAT):	<b>£5,872.00</b>
Earnings/savings after year 1:	<b>£266.10</b>
Profit after 20 years (less capital cost):	<b>£11,135.24</b>
Average ROI per annum	<b>6.32%</b>
Lifetime CO <sub>2</sub> saving:	<b>42,469.20 kgCO<sub>2</sub>eq</b>

## 5.2 Payment Schedule & Order Acceptance

Upon order acceptance please see below the payment schedule.

### Payment Schedule;

<b>Payment Stage 1</b> 25% Deposit Payable on confirmation of order	<b>£1,761.60</b>
<b>Payment Stage 2</b> Payable 14 days prior to PV installation	<b>£2,466.24</b>
<b>Payment Stage 3</b> Payable on commissioning of system	<b>£2,818.56</b>

**Bank:** Barclays Bank PLC

**Account No:** 83995429

**Sort Code:** 205959

### To accept this order, please sign and return this page

Advanced Renewable Power Ltd, Unit 39 Swan Road, Swan Industrial Estate, Washington, Tyne and Wear, NE38 8JJ

We/I agree to

1. The order and confirm the products and installation services described within this proposal.
2. The total cost and payment terms set out in the payment schedule above.
3. We/I agree that we/I have read and agree to the terms and conditions therein.

SIGNATURE

PRINT NAME

DATE


## 6. Warranty

The Warranty sets out the terms upon which Advanced Renewable Power Ltd. offers warranty cover for the products supplied from them to their Customers, and for the installation services provided by Advanced Renewable Power Ltd.'s registered installers. Terms defined in Advanced Renewable Power Ltd.'s Terms and Conditions bear the same meaning when used in this warranty. Your attention is drawn to Advanced Renewable Power Ltd.'s Terms and Conditions, which includes provisions relevant to the warranty set out below:

### 1. Installation Services

1.1. Advanced Renewable Power Ltd. warrants to you that the Installation Services will be performed by the appropriately qualified and trained Advanced Renewable Power Ltd. registered installers using reasonable care and skill, to such high standard of quality as it is reasonable for you to expect.

**The warranty period for the installation services shall be 5 years from completion of the Installation Services.**

### 2. Remedial Action

If you make a valid claim about our service in accordance with Advanced Renewable Power Ltd.'s Terms and Conditions, Advanced Renewable Power Ltd. may arrange for the relevant products to be reinstalled by any of Advanced Renewable Power Ltd.'s registered or approved installers or refund to the customer the charge for the relevant part of the installation service (or a proportionate part of such charge).

### 3. Exceptions

This Warranty will only apply:

3.1. If the product has been installed by an Advanced Renewable Power Ltd. registered installer and has been properly used and maintained throughout the warranty period.

If you have informed Advanced Renewable Power Ltd. of the alleged defect within the warranty period and within a reasonable period of discovery.

### 4. General Conditions

4.1. You will promptly provide all information and support including access to site and services reasonably necessary to enable Advanced Renewable Power Ltd. to evaluate any alleged defect and to perform its obligations under this warranty.

4.2. You agree that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the products are reasonable, are fit for purpose and will be properly used and provided.



## 5. Expertise

5.1. Any dispute as to whether a defect is covered by this warranty shall be immediately referred at the request of either party to the Renewable Energy Consumer Code's complaints service as detailed in 9.2 of the Renewable Energy Consumer Code.

## 6. Third Party Rights

6.1. When Advanced Renewable Power Ltd. has installed a system in a property that is sold within the warranty period the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.

## 7. Law

This warranty is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

## 8. Manufacturer's Product Warranty

8.1. Most products supplied by Advanced Renewable Power Ltd. come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the products is notified to Advanced Renewable Power Ltd. by you in accordance with the Advanced Renewable Power Ltd.'s Terms and Conditions, Advanced Renewable Power Ltd. will liaise with the manufacturer and use all reasonable endeavors to secure a replacement of the product or the part in question) or a refund of the price of the product (or a proportionate part of the price). Please see the manufacturer's warranties for your system below:

- Solar PV Modules – all of our modules utilise quality components and precision manufacturing enabling us to offer a market leading manufacturers' warranty on this product:
  - 10 years warranty on materials and workmanship
  - 10 years >90% output warranty
  - 25 years >80% output warranty
- Inverters (extensions available) – standard 5 years manufacturer's warranty
- Mounting System - the mounting system that we have specified comes with a 10 years warranty

## 7. Terms and Conditions

Our main obligations to you:

- We will carry out the work with all reasonable skill and care according to the timetable agreed with you
- We will carry out the work and all communication with you according to the Renewable Energy Consumer Code
- We will provide you with a guarantee that covers both the installation and the goods installed

Your right to cancel:

- You can cancel this contract and receive a full refund of your deposit by sending written notice no later than 7 working days after the date on which this contract was signed; this right is known as the “Cooling off Period”
- 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
- If we are in serious breach of our obligations, as detailed in this contract, then you have a right to cancel and receive a full refund (you can also seek the other remedies detailed in section 9.3 of this document)

Your obligation to us:

- You may be asked to pay a deposit when you sign the contract. This must not under any circumstances be more than 25% of the total contract price
- You may be asked to make a further advance payment. This must not under any circumstances, when taken together with the deposit, be more than 60% of the total contract price. It must be paid no more than three weeks before the agreed delivery or installation date

It is your responsibility to get the necessary permissions and approvals for the work to take place. We will help you do this.

- If you fail to pay on time we may stop work and charge additional costs

If you cause the work to be delayed, we may stop work and charge reasonable additional costs.

## 1. Acceptance of Proposal

1.1 The Quotation is valid for a period of 30 days from the date of posting. The Quotation is provided on the basis that no Contract is in place until we send an acknowledgement of the order to you.

1.2 We will rely upon the written terms set out here in the Contract. Please read them carefully before signing them. If you need any explanations about these terms, please write or telephone us at the address and telephone number provided. If any amendments to the Contract are required, you must confirm these in writing and they must be agreed by an authorised representative of this Company.

### *The “Cooling Off Period”*

1.3 You can cancel the Contract by sending us written notice using the address provided. You must send that written notice no later than 7 working days after the date on which the Contract was signed; this right is known as the “Cooling off Period”. If you cancel after that period, then unless we are in breach of the Contract, the conditions set out in section 9.1.1 of the Contract will continue to apply.

## 2. Our main obligation to you is to do the work with all reasonable skill and care according to the timetable set out in the Quote and agreed in the Contract

2.1 We agree to carry out the work with all reasonable skill and care in the planning, installation and commissioning of the system described in the Quotation. The goods we supply must:

- be of satisfactory quality;
- be fit for purpose; and
- operate as we described to you.

### *The Timetable*

2.2 We agree to supply the goods and carry out the installation work as specified in the timetable set out in the contract. We must have discussed that timetable with you before you sign the Contract. Your acceptance of these terms indicates that you agree to proceed using that timetable.

2.2.1 We may adjust that timetable after discussing this with you according to the conditions set out in section 8 of this document. If we fail to carry out the work according to that timetable, then the conditions set out in section 8.2 of this document will apply.

2.2.2 If, for whatever reason, there is any delay, suspension or cancellation of the supply of the goods or installation of the system then the conditions described in 8.2.1 and 8.2.2 of this document will apply.

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

- A detailed Quotation that includes:
  - an itemised list of the goods to be supplied
  - an itemised list of all survey, design, installation and other services to be provided
  - an itemised list of services not included in the Quotation which you will need to provide
  - any relevant taxes such as VAT
  - a timetable for supplying the goods and for carrying out installation work.
- A right to cancel the Contract by sending written notice to us using the cancellation form and address provided by us (see section 1.3 of this document)
- Accurate information about approvals and permissions needed for the proposed system and any grants or other financial incentives available for that work
- The chance to approve site designs before the work starts
- A written estimate of how the system will perform, calculated according to the relevant MCS installer standard
- Detailed information about any work you need to do before the installation can begin and about when that work needs to be carried out
- Accurate and truthful information both in our verbal communication with you and our marketing literature and advertising

As members of the Renewable Energy Consumer Code Scheme we must 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.

2.4 At the end of the contract we will give you any guarantees, test certificates and other relevant paperwork related to your goods and installation. We should give you this within seven days of the installation being completed.

2.5 We will provide you with guarantees that cover the goods and installation. This must comply with the Renewable Energy Consumer Code.

2.5.1 We will explain to you the terms of the guarantees both in writing and verbally.

### *3. Your main obligation to us is to make the payments due to us*

#### *The Deposit*

3.1 You will pay us the deposit specified in the Quotation when you sign the agreement. The deposit shall not amount to more than 25% of the total contract price set out in the Quotation. Should you decide to cancel the contract within the “Cooling off Period” (see section 1.3 of this document) we will return that deposit to you in full.

3.1.1 If you pay the deposit before we have inspected your house, and if we find during that inspection that the installation cannot proceed, then we will promptly refund that deposit to you in full.

### *Advance Payments*

3.2 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 under no circumstances be 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.

3.2.1 When we use any of your money to purchase goods we will inform you. The conditions set out in section 5 of this document will apply.

3.3 We will not ask you to pay in advance more than 60% of the total contract price set out in the Quotation.

3.4 If we fall into receivership, administration or bankruptcy your deposit and advance payment, if any, will be protected as detailed in section 5 of this document.

### *Final Payment*

3.5 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.

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

### *Consequences of Late Payment*

3.6 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.

3.6.1 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 stop work on the installation. Once we have sent you this written notice, we may suspend all work until payment is made.

3.7 If you are in breach of the Contract because you have failed to make an agreed payment, and we have suspended work on the installation, as detailed in section 3.6.1 of this document, 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.

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

#### 4. Your other obligations to us

4.1 You must 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 must make those available.

##### *Supply of Services*

4.2 You must agree to provide the following for our use free of any charge:

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

4.3 You, or a contractor you employ, may need to carry out preparatory work before the installation described in the Quotation can start. If so, we will describe this to you in writing. This work must be finished before the agreed date on which installation work is due to start. This work must be undertaken by competent persons and must 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 the conditions described in section 8.3 of this document will apply.

##### *Additional Charges*

4.4 Should you be in breach of conditions set out in 4.1, 4.2 and 4.3 of this document you may incur additional costs due to delay and/or provision of additional services. You may be

4.5 required to pay reasonable compensation to cover those extra costs. If this happens then section 7 of this document will apply.

#### 5. Delivery, Title and Risk

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

5.2 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 must:

- ensure that you are covered by the Deposit and Advance Payment Insurance Scheme provide an insurance-backed guarantee (as described below);
- and, place your deposit and any further advance payment made in a third party account (as described in section 5.4 below).

### *Deposit and Advance Payment Insurance Scheme*

5.3 Your deposit and advance payment, if required, will be insured through an insurance scheme. We will provide you with details of the scheme, and you will receive a policy directly from the provider once you have signed the Contract. In this way, your money will be protected should we fall into receivership, administration or bankruptcy before the goods have been delivered.

### *The Client Account*

5.4 We must 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 the Contract.

5.4.1 If we should fall into receivership, administration or bankruptcy 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.

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

5.6 Goods belonging to us may be delivered to the site. If the contract is terminated early for reasons detailed in section 9.3 of this document then, with reasonable notice, you must 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.

5.6.1 If the Contract is terminated early for reasons detailed under section 9.4 of this document then, with reasonable notice, you must 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.

5.7 Until ownership of the goods passes to you, you must:

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

## 6. Change of work

6.1 If, after signing the contract, you want to change the work, you must consult with us first. We may be able to incorporate your changes into the installation provided that:

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

6.2 If we agree to this change of work you must:

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

6.3 We will then adjust the price:

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

6.4 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.

## 7. Unexpected Work

7.1 The Quotation given to you must detail the hourly or daily costs that would result from any unexpected work due to site conditions or special circumstances beyond the control of the member.

7.2 Where unexpected work arises, we will tell you and ask how you want us to proceed. If you want us to continue then section 6.3 of this document will apply.

## 8. Changes to Agreed Timetable

8.1 We will make every effort to complete the work by the time agreed with you. You must appreciate, however, that sometimes delays may occur for reasons beyond our control, especially when third parties are involved in installing other related works. We cannot be held responsible for those delays. If such delays occur we will complete the work as soon as possible.

### *Consequence of Delay Caused by us*

8.2 You will be entitled to compensation if we cause significant or unreasonable delay due to factors within our control.

8.2.1 In the case of major delays to the delivery of goods or installation then you may be offered different products of equivalent specification, value and quality, so long as they are MCS certified.

8.2.2 In the case of major delays to the delivery of goods then you will be entitled to cancel the contract as detailed in section 9.2 of this document.



### *Consequences of Delay Caused by you*

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

8.3.1 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 section 6.3 and subject to section 7 of this document.

## *9. Cancellation of the Contract*

### *Your Rights*

9.1 As detailed above in section 1.3 of this document, you can cancel this contract by sending us written notice no later than 7 working days after the date on which this contract was signed.

9.1.1 If you cancel your Contract after the period referred to in sections 9.1 and 1.3 of this document 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.

9.2 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 Renewable Energy Consumer Code and the [Supply of Goods and Services Act 1982].

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

- cancel the contract and receive an appropriate refund; or,
- request a repair or a replacement; or,
- ask for compensation.

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.

### *Our Rights*

9.4 If you are in serious breach of your obligations as set out in the Contract and you fail to remedy that breach within 14 days of receiving written notice from us about that breach, then we have a right to cancel the contract. We must give you reasonable opportunity to rectify the alleged breach.

9.5 If we suffer a loss as a result of your breach of contract, we must take reasonable steps to prevent the loss from getting worse. If your breach of contract leads to a cancellation when you may have to pay compensation for reasonable costs or losses reasonably incurred.

## 10. Conciliation and Arbitration

10.1 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 must agree to conciliation if that is your wish.

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

10.3 If the conciliator's recommendations are not acceptable for any reason, you can refer the matter to the independent arbitration service and we must agree to arbitration if that is your wish. If we would like to seek arbitration then we must seek your permission first. The procedure used for independent arbitration is described in the Renewable Energy 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.

10.4 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.