

Terms and Conditions

Solar PV and Battery storage installation service Terms and Conditions

What is Solar PV and Battery Storage?

Our Solar PV and Battery Storage installation service delivers a fully operational, compliant home energy generation system with Solar PV.

(photovoltaic) panels and may incorporate a battery storage system.

These Terms and Conditions cover the terms on which we sell, deliver, and install your Solar PV system and/or Battery Storage System. Please read

these terms carefully prior to purchasing your Solar PV system and/or Battery Storage System.

We will only use your personal data in accordance our privacy policy.

Contract / Installation Terms and Conditions

The Quotation and these terms and conditions together form our contract with you and are binding on you. Please read them carefully and check that

you understand them, and that they contain everything that you have agreed to.

Warranty Statement

Please note that our estimates do not include replacement costs of equipment not covered by a warranty or that have a warranty shorter than the collectors installed. Components may need replacing after their warranty period.

Smart Export Guarantee Statement

The savings illustrations provided include Smart Export Guarantee (SEG) payments which you receive for any export of energy to the grid, subject to the utility company criteria and requirements. We have included a SEG rate of 15p for illustrative purposes and is widely available in the marketplace at the time of preparing your quotation. We strongly recommend that all customers carry out their own research into SEG payments and tariffs available as these vary from supplier to supplier and you may need to change provider to receive this rate. These rates may also change during the lifespan of your solar system. Not registering for SEG will mean you do not receive the export payments detailed above. You will need a smart meter to be eligible for SEG.

1. INTERPRETATION

The definitions in these terms and conditions apply to the terms and conditions throughout this document.

“Job Completion Form” the form provided by us to be signed by you to confirm that:

The Installation has been completed and the System has been commissioned; and we have, or our sub contractor has, explained:

a) How the System operates; and

b) How the System should be maintained;

"Company", "our", "we" or "us" means 1st Call Gas Services Ltd , a company incorporated and registered in England and Wales with company number is 05286559.

"Completion" means the Installation of the System at the Property and the demonstration to you of the operational availability of the System in accordance with the

"Quotation" but excluding any minor faults which do not affect the operational availability of the System, which we will endeavour to correct as soon as practicable after

completion;

"Contract" the contract that is formed between you and us in relation to the Installation (following your signature on the Quotation and Survey Form). This Contract

incorporates the Terms and the Conditions and the Quotation;

"Deposit" the sum specified as the deposit in the Quotation;

"Deposit Confirmation" is the letter from us to you to confirm that we have received your Deposit;

"Force Majeure Event" means any event outside our reasonable control;

"Installation" is the standard installation of the System (as specified overleaf);

"Liability" means actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of

profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities;

"Non- Standard Installation" includes standard Installation criteria plus any extra or additional works at the Property specified in the Quotation or as otherwise agreed

by us or as specified within the Survey Form to allow the Installation;

"Party" either you or the Company;

"Property" the property stated in the Quotation and Survey Forms that is owned by you at which the Installation is to be carried out;

"Quotation" a written quotation for the installation of the System, the Quotation's contents being subject to the contents of the Survey of the Property;

"Real" – Renewable Energy Assurance Limited scheme;

"RECC" – Renewable Energy Consumer Code;

"Survey" the Company's or our sub contractor's survey as to the suitability or otherwise of the Property for the installation of the system as stated on the Quotation;

"Survey Form" the forms provided by us as to the suitability or otherwise of the Property for the Installation;

"System" the system agreed to be installed by us at your Property as set out in the Quotation;

"You" means the person who contracts with us named in the Quotation;

“Work” means any services and/or work to be performed by us for you; and

“Writing” or “written” includes faxes and e-mail.

Headings do not affect the interpretation of these terms and conditions.

2.0 Property Ownership

2.1 We will enter into this Contract on the strict understanding that you are the legal owner of the Property. We reserve the right to verify ownership of the Property and

you agree that, if requested by us to do so, you will co-operate with these enquiries to include but not limited to providing all such information and/or documentation as

we require in order to verify ownership of the Property.

3.0 Installation:

3.1 We will deliver the System referred to on the Quotation and carry out the work as specified on this and on any related continuation sheets. The Company policy is

one of continuous improvement of its products. We therefore reserve the right to incorporate modifications of a minor or technical nature in the System.

3.2 We will use reasonable efforts to carry out the Installation on the date we estimate, but if we need to rearrange the date of the Installation, we will tell you as soon

as we can. It is not a condition of this Contract that we must provide the Installation on the estimated date.

3.3 We will have no Liability for any damage to your property, or for any delays, caused by any extra works that you have arranged yourself.

3.4 If you need to change the date for the Installation you must call us as soon as you are able to, and we will try to arrange an alternative date with you.

3.5 Notwithstanding the foregoing, the Company will have no Liability for any delay in Installation due to factors beyond our control including delays occurring due to

applications/granting of permissions/consents and/or adverse weather conditions.

3.6 Following Completion of the Installation we will ask you to sign the Job Completion Form to confirm that the Installation has been completed and that you have

been told how the System operates and should be maintained.

3.7 In order to help us maintain our standards of work we monitor a selection of all Installations that we undertake. Where your Property is selected for monitoring, you

agree to give our technical personnel access to your Property on a date we agree with you (on at least 48 hours' notice) so that the monitoring can take place.

4.0 Payment

4.1 The Contract price is payable in the following stages:

i) A deposit of 25% when the Quotation is signed.

ii) A further 25% payable on order of goods

iii) The balance on Completion of the Installation.

iii) All payments must be made at the appropriate stages before we can carry out the next stage of the work.

iv) We will accept payment of the Contract price by bank draft or building society cheque; or personal cheque payable to the Company; or debit card; or Visa or

MasterCard credit card.

4.6 We reserve the right to add interest at the rate of 4% above the Bank of England base rate calculated on a daily basis on any sum due from you to us which is

overdue by 30 days or more.

5.0 Access

5.1 You agree to provide reasonable access to enable the Installation to be carried out and completed.

5.2 You agree to ensure that the Property is kept clear and allow access to enable work to be carried out at all reasonable times including at weekends and on bank

holidays and to permit, without charge, access to an electricity supply on site.

5.3 In the event that further work is required to complete the Installation to your satisfaction e.g. snagging, or work under guarantee, you agree to provide such

reasonable access as we may require to enable this work to be carried out at all reasonable times, including at weekends and on bank holidays and to permit, without

charge, access to an electricity supply on site.

6.0 DEFECTIVE PRODUCTS

Please note that our estimates do not include replacement costs of equipment not covered by a warranty or that have a warranty shorter than the collectors installed. Components may need replacing after their warranty period

6.1 The guarantees are given in addition to all your rights under common law and statute.

6.2 In the unlikely event that the System does not conform to the Quotation, please let us know as soon as possible after completion of the Installation. If the issue

cannot be resolved by telephone, we will arrange for an engineer to attend your property to determine any problem with the System on a date agreed between you and

us. If our engineer determines that the System is faulty, we will arrange for the System to be repaired or replaced, on a date agreed between you and us, at no additional

cost to you

6.3 These terms and conditions will apply to any repaired or replacement System we install for you in accordance with clause 6.2, except that any spare parts installed

in the System pursuant to clause 7 will only be guaranteed for the unexpired term of the guarantee set out in clause 7.

7.0 Guarantees

7.1 You will, upon completion of the Installation, be provided with guarantees from the Company to cover the materials and labour of the Installation for varying periods

as shown below from the date the Job Completion Form is signed by you:

7.2 All supplied materials (excluding the inverter) are supplied with a 10 year warranty covering defects in materials and workmanship but not "Fair Wear and Tear" or

where interference with the system by an unauthorised person (of the Company) has caused the fault or defect. The warranty includes any call outs, labour and other

expenses associated with the repair or replacement of the defective part or system. The company endeavours to but is not bound by its commitment to rectify any

fault within 7 days of notification.

7.3 The inverter or inverters are supplied with a 5-year warranty covering defects in materials and workmanship but not "Fair Wear and Tear" or where interference with

the inverter by an unauthorised person (of the Company) has caused the fault or defect. The warranty includes any call outs, labour and other expenses associated with

the repair or replacement of the defective part or system. The company endeavours to but is not bound by its commitment to rectify any fault within 7 days of

notification.

7.4 The solar modules are additionally supplied with a 25-year limited peak power warranty. The warranty claim will deemed

to be valid if within 25 years any solar module exhibits power output at less than 80% of minimum "Peak Power Standard Test Conditions" as noted on the data plate of

each module and any fault is determined to be the cause of defects in materials and workmanship but not "Fair Wear and Tear" or where interference with the

module/s by an unauthorised person (of the Company) has caused the fault or defect. The warranty includes any call outs, labour and other expenses associated with

the repair or replacement of the defective part module. The Company may, at its discretion offer one of the following remedies in the event of a successful claim

against the module performance warranty; 1) to replace the defective module/s 2) refund the percentage of the cost of the module to the customer representing the

percentage of the power output less than 80% of the minimum. The company endeavours to but is not bound by its commitment to rectify any fault within 7 days of

notification.

7.5 The installation labour is guaranteed for 24 months and includes the repair and replacement of any damage caused during the installation period or can be shown

to have been caused as a direct result of the installation. The company endeavours to but is not bound by its commitment to rectify any fault within 7 days of

notification.

7.6 Warranty performance can only be claimed by sending a letter outlining the cause of the claim to the Company by recorded post. The Company will confirm its

receipt of such notice, in writing, and will endeavour to send an engineer to make an initial inspection within 7 days of receipt of the notice.

7.7 The repair, replacement or part refund of the system or any component therein does not cause the beginning of new warranty terms.

7.8 This warranty is transferable only when the product remains installed in its original location as noted in the Quotation. You do not need permission from the

Company to transfer this warranty, but the Company does need to be informed of such transference.

7.9 The company accepts no liability for any loss of revenue from the Feed in Tariff or other mechanism during the period the system is inoperative due to fault or

system failure.

7.10 Whilst the company makes every effort to ensure the accuracy of the estimated performance of a system as noted in the SAP calculations in the Quotation it

cannot be held liable for loss of revenue should the system underperform unless the reason is entirely due to fraud or negligence of the company.

8.0 Final Surveyors Report

8.1 If the surveyor identifies a variation is required to the specification of the System sold due to building fabric issues, such items will be highlighted to you and

options proposed.

8.2 If the surveyor reports that there are significant technical problems which make the satisfactory Installation of the System materially more difficult than originally

anticipated or unsafe to install, we reserve the right to cancel this Contract by sending you written notice to that effect and your deposit will be returned.

8.3 In the event that this Contract is cancelled in accordance with this clause, written reasons will be provided to you but cancellation will be without further Liability

attaching to either party.

8.4 Generally solar installations are subject to Building Control approval and in all cases, it is the responsibility of the Company to apply and achieve Building

Regulations Certification and all costs associated with this are included within the supplied quotation.

9.0 Price Check

9.1 Following the Final Survey the technical specification will be submitted to us by the surveyor. In the event that a Non-Standard Installation is required we reserve the

right to notify you of our proposal to change the Contract price within 4 weeks of the Survey being finalised.

9.2 If we notify you in writing that the price is being increased you must reply in writing within 4 weeks stating either you accept the increase or that you wish to cancel

the Contract. If you fail to notify us within 4 weeks that you accept the increase in price, this Contract will be cancelled.

9.3 In the event that this Contract is cancelled in accordance with this clause your deposit will be returned to you but cancellation will be without further Liability

attaching to either party

10.0 Installation Site

10.1 The Initial and Final Survey carried out by us is not a full structural survey of your Property and the Company will only deal with items which are reasonably

ascertainable. The Surveyor will require access into the loft space to inspect the roof construction of the Property.

10.2 In some instances roof tiles may be damaged at the time of Installation. Any accidental damage to roof tiles caused at the time of Installation will be replaced at

the time.

11.0 Consents

11.1 Your responsibilities

Prior to the commencement of the Installation:

- a) If you own the Property with anyone else you must ensure that all your co-owners have consented to the Installation.
- ii) Obtain any planning permissions, consents and/or approvals required for the proposed Installation.
- iii) Ensure that there are no restrictions in relation to your property that may affect the Installation including but not limited to your property being in a conservation

area or in an area of outstanding natural beauty.

b) Provide access to your property on the dates for Installation set out in the Quotation or as otherwise agreed between you and the Company from time to time.

c) Provide any information about your property that is relevant to the Installation.

d) Ensure that any information you give us is accurate and complete.

e) Make sure that you prepare your property (at your own cost) to enable us to have access for the purpose of carrying out the Installation. You also agree to follow any

reasonable instructions we give you in respect of your property to make sure we can carry out the Installation.

f) Make sure you have protected your belongings and that you have moved any valuable or breakable items out of the areas we need access to and into a safe place.

11.2 You are responsible for ensuring that the information provided by you in the Quotation and during any Survey is accurate. In the event that we carry out any work at

your Property before any necessary permissions approvals and/or and consents have been obtained (except those that we have agreed in writing to obtain) then we

shall do so entirely at your risk and you will be responsible for, and we will be able to claim from you, all costs and/or losses we reasonably incur as a result of us so

doing.

12.0 Status Check

12.1 We reserve the right to make credit and other similar enquiries in respect of our customers before Installation takes place. If these enquiries reasonably lead us

to believe that there is a significant risk of payment not being made, we reserve the right to ask you to make payment of the full Contract price before Installation takes

place and before any works are carried out. Should we ask you to make such payment then we will on request supply you with a copy of the information on which we

have relied. If you decline to make payment, then we may cancel this Contract. Your deposit will be returned in full but we will have no further Liability to you.

13.0 Your Personal Information

13.1 We will use your contact information to personalise our communications with you and to inform you of Company products, services and offers we think may be of

interest to you. We may contact you by post, e-mail, or telephone for these purposes, if you have provided this information.

13.2 If we sell our business and/or assets, we may transfer information you have provided to us to any purchaser(s) of our business and/or assets.

14.0 Limitation of Liability

14.1 We will not be liable to you if we are prevented or delayed from complying with our obligations under the Contract by anything you or anyone acting on your behalf

does or fails to do.

14.2 We will have no Liability for any Liability. ty caused or contributed to by your continued use of the System after any defect and/or damage to the System has become apparent or suspected or should reasonably have become apparent to you.

14.3 We will have no Liability for defects in the Installation and/or System caused or contributed to by you to the extent so caused and/or contributed.

14.4 We will have no Liability to you except for those caused by any breach of this Contract by us.

14.5 We will have no Liability to you for any Liability neither you nor we could foresee at the date of this Contract.

14.6 We shall have no Liability to you for any:

14.6.1 Consequential losses.

14.6.2 Loss of profits and/or damage to goodwill.

14.6.3 Economic and/or other similar losses; and/or

14.6.4 Special damages and/or indirect losses.

14.7 Our total Liability to you in relation to this Contract shall not exceed 125% of the total price of the System supplied to you under this Contract.

14.8 All warranties, terms, conditions, and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

14.9 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

- i) Liability in contract (including fundamental breach);
- ii) Liability for breaches of any duty of care (including negligence);
- iii) Liability for breach of laws imposing obligations on us; and
- iv) Liability for any breach of common law; except for clause 14.7 above which shall apply only once in respect of all of the types of the said types of Liability.

14.10 You will where reasonable give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs and/or expenses in

remedying the matter yourself. If you do not do so we shall have no Liability to you for that matter.

14.11 You will where reasonable produce to us written evidence of any claims for which you allege, we are liable together with written details of how the loss was

caused by us and the steps you have taken to mitigate the loss before we shall have any Liability for the claim by you.

14.12 The limitations in this Contract are necessary in order to allow us to provide the System and Installation at their current prices.

14.13 If you require greater protection then we will agree to modify the limitations above in return for the payment of a higher price for the System and/or Installation.

15.0 Events outside of our control

15.1 We will not be Liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused

by a Force Majeure Event.

15.2 Our obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to

perform these obligations for the duration of that period. We will take reasonable steps to find a solution by which our obligations under these terms and conditions

can be performed despite the Force Majeure Event.

16.0 Problems with the work we do

or damage to your Property.

16.1 We will use reasonable care and skill when we carry out the Installation and we will use reasonable efforts not to damage your property. In the event that any

damage is caused to your property as a result of our undertaking the Installation:

(a) you must use reasonable efforts to give written notice of the damage within 90 days of the completion of the Installation

(or if any damage is hidden from view, within 90 days of the time when you become aware of it); and

(b) you must give us a reasonable opportunity to repair any damage caused to your property.

16.2 We will use reasonable efforts to minimise the amount of dust and other debris that is caused during the Installation. We will try to advise you about the areas

which are likely to be affected and you are responsible for ensuring that any possessions are suitably protected or moved from the areas where the dust or debris is

likely to spread

17.0 Notice of the Right to Cancel

17.1 You have a right to cancel this Contract if you so wish and this right can be exercised by delivering or sending (including by electronic mail) the Cancellation Note,

which forms part of the contract, to 1st Call Gas Services within the period of 14 days from the last day goods are delivered . The notice of cancellation will be

deemed to have been served as soon as it has been received by us or, in the case of an electronic communication from the day it is sent to us.

17.2 If you wish to cancel this Contract you **MUST DO SO IN WRITING** and deliver or send (which may include electronic mail) this to the business address below. You

may use the supplied Cancellation Form if you wish to, but you do not have to.

17.3 Should written cancellation be received after the 14-day period as noted in 17.1, your deposit, at the discretion of the Company, will be forfeited. Should the

Company have incurred any expense in relation to the signed Quotation, such as scaffolding provision, material supply or other, it may at its discretion also raise an invoice to you for these components all of which will be itemised and noted on the invoice.

17.4 Your cancellation rights will vary depending on whether the contract you agree with us is agreed on our away from trade premises.

17.5 For contracts considered to have been agreed on trade premises you will be given a 14-day cancellation period from the day that the contract was signed.

17.6 For contracts considered to have been agreed away from trade premises, your cancellation rights are set out in the Consumer Contracts (information, cancellation

and additional charges) regulations. These regulations give you the right to cancel from the time the contract is signed until 14 days after the delivery of the last of the goods.

18.0 Our Rights to Cancel

18.1 We may cancel this Contract and any other Contract between us by writing to you at any time where:

a) you fail to do any of the things you need to do under the Contract between us and this prevents us from carrying out the Installation, or makes the Installation more

difficult to carry out; or

b) we discover anything while we are carrying out the Installation that prevents us from carrying out the Installation.

18.2 When we write to you to cancel the Contract between us, we will:

a) set out the reasons for the cancellation in our letter; and

b) refund the Deposit (less any fees relating to work we have carried out).

19.0 General

19.1 The phrase "and/or" shall mean either of the alternatives or both of the alternatives as the context requires.

19.2 You must ensure that any representation or promise made before or at the time you sign the Quotation that is not included in the Quotation or these terms and

conditions or any attached continuation sheets is added in writing to the Quotation and signed by you and by our representative.

19.3 Nothing in this Contract shall exclude or limit any of your statutory rights which may not be excluded or limited due to acting as a consumer. Any provision which

would be void under any consumer protection legislation or other legislation shall to that extent have no force or effect.

19.4 The Contract constitutes the whole agreement between you and us for the provision of the Installation and supersedes any other terms and conditions previously

published by us, and any other representations or statements made by us to you, whether oral, written or otherwise, are excluded (except for any fraudulent

representation and/or statement, for which we cannot exclude our Liability).

19.5 We reserve the right to amend these terms and conditions, the Installation and/or the works we supply where we need to do so because of a change in any law or

regulation, a change in the funding that is available for these services or a change in the technology that is used for any System.

19.6 Both parties acknowledge that no statement, representation, assurance or warranty (whether made negligently or innocently) has been relied on in entering into

this Contract (except for the provisions expressly set out in the Contract). Nothing in this clause shall, however, limit or exclude any Liability for fraud.

19.7 You may not transfer or sub-contract any of your rights or obligations under this Contract to a third party.

19.8 We may, at any time, assign and transfer or sub-contract all or any of our rights and obligations under this Contract to another person or organisation, but this will

not affect your rights under this Contract.

19.9 Both parties are acting on their own behalf and not for the benefit of any other person.

19.10 No relaxation or delay by us in exercising any right or remedy under these terms and conditions will operate as a waiver of that right or remedy or affect our

ability to subsequently exercise that right or remedy. Any waiver must be agreed by you and us in writing.

19.11 We may correct any typographical error or omission in any documentation we supply to you including but not limited to these terms and conditions, the Quotation

and any attached continuation sheets signed by you and by our representative without any Liability on our part provided that, if the correction has a material impact on

the System and/or the works we provide or the price you pay, then we will inform you as soon as possible and offer you the option to cancel this Contract.

19.12 If any court or competent authority decides that any of the provisions of these terms and conditions are invalid, unlawful or unenforceable to any extent, the term

will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

19.13 A person who is not party to this Contract shall not have any rights under or in connection with this Contract.

19.14 This Contract, and any dispute arising out of it (including any non-contractual disputes or claims) shall be governed by the laws of England and Wales and we both

agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

