

Domestic solar maintenance terms and conditions

Our maintenance services give you peace of mind for the performance and safety of your solar installation by offering a comprehensive aftercare service to ensure your solar PV system is operating as it was intended to and protecting your return on investment.

We offer a selection of maintenance services that are paid via monthly direct debit.

- **Essential Care:** Includes (1) system monitoring and (2) Annual electrical inspection with diagnostic report.

And the option of upgrading to include further services:

- **Advanced Care:** Essential Care plus Annual panel cleaning; or
- **Ultimate Care:** Advanced Care plus Free call outs to diagnose and repair faults.

Annual services are performed once within a 12 month period. See the table for a full list of services included in your Annual electrical inspection.

Summary of key terms

1. **Subscription:** The maintenance of your equipment is provided to you on a subscription basis. The Maintenance Contract will be applicable and in force from the date you enter this agreement. Each year you will receive the Subscription Services relevant to your chosen service package (providing you have paid the relevant price).
2. **Renewal:** Unless you cancel in accordance with the terms and conditions below, your Maintenance Contract will automatically renew for a further 12-month period on each anniversary of the date that you originally entered into it (or, if you enter into the Maintenance Contract at the same time as we agree to carry out your installation, your installation commissioning date). If you pay by Direct Debit, payment for the next Subscription Period will be collected automatically.
3. **Cancellation:** You may cancel the Maintenance Contract and prevent auto-renewal for the following Subscription Period at any time prior to the start of the next Subscription Period written/email notice to the contact details at the top of this page.

You will continue to receive any Subscription Services you are entitled or due to receive up until the end of that year. If you choose the monthly payment option, you are committing to the full annual fee and required to complete your 12 monthly instalments.

You also have a legal right to cancel within 14 days of entering into the Maintenance Contract (your cooling-off period). If you ask us to commence the Services during this period, we will require your express consent to do so.

4. **Refunds:** You will not receive a refund for any unused part of a Subscription Period or any payment made upon entering into the Maintenance Contract unless you cancel the contract within 14 days of entering into it (your cooling-off period), including where you are entitled to a price reduction under the Consumer Rights Act 2015.
5. **Price and payment:** The first subscription price set out in your contract will apply from the contract start/ installation commissioning date for the first full year of the Subscription Services. We may adjust the Subscription price for any subsequent period, provided we have given you no less than 30 days prior written/email notice before your renewal date.

If you do not agree to a revised price, you may cancel your Maintenance Contract before the new price takes effect without penalty.

The price includes VAT. Payment must be made in accordance with our invoice or by setting up a direct debit instruction.

6. **Additional costs:** If additional access measures to the roof are required for panel cleaning, the sales team will include additional access costs in your contract. If applicable, these costs will be invoiced separately following completion of the service.
7. **Parts policy:** The provision of any replacement parts that your system may require are not included in this contract. If spare parts that are required by your system are covered by your manufacturer warranty, they will be provided at no additional cost. Any replacement parts outside of warranty shall be charged to you at the Company's standard rates. We will ask you to approve any parts costs before work proceeds.
8. **Labour costs:** Customers on the Ultimate Care service benefit from free labour for fault-related callouts. For customers on all other services labour is chargeable. We will always confirm and agree any additional labour costs with you in advance.

The services provided under this contract are in addition to, and do not affect, any rights you may have under any workmanship warranty, which covers the correction of installation-related faults within the applicable warranty period, regardless of the maintenance service selected.

The Services and any applicable limitations are described in the Maintenance Service Guide, <https://www.goodenergy.co.uk/solar-care-maintenance-service-guide>, which forms part of the Subscription and may be updated from time to time.

Maintenance Terms

1. Definitions and interpretation

1.1. In these Maintenance Terms:

Applicable Law: means all applicable laws, legislation, statutory instruments, regulations and government guidance having binding force;

Equipment: means the solar photovoltaic system, inverters, monitoring equipment, electrical components and associated hardware installed at the Property;

Faults: means any malfunction, defect, breakdown or failure of the Equipment that:

- (a) prevents the Equipment from operating in accordance with the manufacturer's specifications; or
- (b) triggers error codes or fault indicators on manufacturer-approved monitoring systems,

provided that such malfunctions, defect, breakdown or failure is not caused by any Excluded Cause;

Force Majeure Event: means an event or sequence of events beyond our control preventing or delaying us from performing our obligations under the Maintenance Contract;

Maintenance Contract: means your contract for the Subscription Services, which is comprised of your maintenance contract and these Maintenance Terms;

Maintenance Terms: means our standard terms and conditions of supply as set out in this document;

Proposal means:

- (a) where we carried out your installation and you chose to accept our maintenance services at that time, the proposal document issued to you in connection with the installation; and
- (b) in all other cases, the written or emailed service agreement document describing the Subscription Services and Subscription Price that we issued to you and in connection with which you instructed us to provide the Subscription Services,

Subscription Period: means the period of 12 months starting on:

- (a) the commissioning date of your System (if you enter into the Maintenance Contract at the same time as we agree to carry out your installation); or
- (b) the date the Maintenance contract was entered into,

and each anniversary of that date;

Subscription Price: means the price for the Subscription Services as set out in your Proposal, or the email describing the Subscription Services and is paid in accordance with our invoice or via direct debit or such other price as may be notified to you by email 6.2□;

Subscription Services: means the maintenance services to be supplied by us to you at the System Address in accordance with the Maintenance Contract;

System means the photovoltaic generating system at which we will provide the Subscription Services as described in your Proposal;

System Address: means the address or addresses for performance of the Subscription Services as set out in the Proposal;

Ultimate Care: means the maintenance package identified as "Ultimate" in the Maintenance Contract, which includes free call-outs for faults;

we, us and our: means Good Energy Services Limited (company registration number 14502884) whose registered office is at Monkton Park Offices, Monkton Park, Chippenham, SN15 1GH; and

you and your: means the customer named and detailed in the Maintenance Contract who has agreed to purchase the Subscription Services from us.

1.2. In these Maintenance Terms:

- (a) a party: means either you or us and the parties: means both you and us together;
- (b) a reference to a Clause is to a numbered Clause of these Maintenance Terms;
- (c) a reference to a 'party' includes that party's personal representatives, successors and permitted assignees;
- (d) a reference to a 'third party' means any individual or business (whether or not incorporated) that is not a party;
- (e) any words that follow 'includes' or 'including', or any similar expressions, are illustrative only and will not limit the sense of any words preceding those expressions; and
- (f) a reference to 'writing' or 'written' includes email.

2. Application of these Maintenance Terms

- 2.1. These Maintenance Terms apply to and form part of the Maintenance Contract between the parties.
- 2.2. These Maintenance Terms supersede any previously issued terms and conditions of purchase or supply.
- 2.3. No terms or conditions endorsed on, delivered with or contained in your purchase conditions, order, confirmation of order, specification or other document will form part of the Maintenance Contract.
- 2.4. We may accept or reject a Maintenance Contract at our discretion.
- 2.5. Our rejection of a Maintenance Contract will not constitute a counter-offer capable of your acceptance.
- 2.6. Marketing and other promotional material relating to the Subscription Services are illustrative only and do not form part of the Maintenance Contract.

3. Subscription Period

- 3.1. The Subscription Services are provided to you on a subscription basis.
- 3.2. Subject to you having paid the Subscription Price, and subject to you having not cancelled the Maintenance Contract in accordance with these Maintenance Terms, the Maintenance Contract will remain in force for each Subscription Period.

4. Cooling-off period

- 4.1. You have the right to cancel the Maintenance Contract within 14 days, commencing on the date that you enter into this

Maintenance Contract, without giving any reason. If you request us to start providing Subscription Services during the cancellation period and the Subscription Services are fully performed, you lose the right to cancel. If the Subscription Services have begun but are not fully performed, you must pay a pro-rated amount for work completed as required by law.

- 4.2. The cancellation period will expire after 14 days from the day on which you enter into the Maintenance Contract.
- 4.3. To exercise the right to cancel, you must inform us of your decision to cancel the Maintenance Contract by a clear statement (such as an email stating the same) using the contact details set out at the top of these Maintenance Terms.

5. Cancellation and renewal of your Maintenance Contract

- 5.1. Unless you cancel the automatic renewal of the Maintenance Contract in accordance with Clause 5.2:
 - (a) your Maintenance Contract will automatically renew for a further Subscription Period; and
 - (b) the relevant Subscription Price will be due and payable.
- 5.2. You may cancel the automatic renewal of the Maintenance Contract at any time by giving us notice in writing or by email to the contact details set out at the top of these Maintenance Terms
- 5.3. The Maintenance Contract will expire at the end of the Subscription Period in which you have sent us your cancellation notice. You will continue to receive the Subscription Services you are entitled to (subject to you having paid the Subscription Price) up to the end of the Subscription Period in which you have cancelled.
- 5.4. Refunds will be issued where required by the Consumer Rights Act 2015 or other Applicable Law.

6. Subscription Price

- 6.1. The Subscription Price is payable for each relevant Subscription Period.
- 6.2. We may adjust the price for any subsequent Subscription Period by giving you no less than 30 days' prior notice in writing or by email. If you do not agree to the revised price, you may cancel the Maintenance Contract before the new price takes effect without penalty in the manner described in Clause 5. Any such cancellation will take effect at the end of the then-current Subscription Period.
- 6.3. The Subscription Price includes VAT.

7. Payment

- 7.1. You will be required to pay an invoice or set up a direct debit to pay the Subscription Price, whether paid annually or by monthly instalments.
- 7.2. Time of payment is of the essence. Where the Subscription Price is not received in full prior to the end of the relevant Subscription Period:
 - (a) interest will accrue daily on such sums at the rate of 3% per annum above the Bank of England base rate from time to time in force, applying from the due date for payment until payment in full; and
 - (b) we may suspend the performance of any of the Subscription Services (after giving you reasonable prior

notice) without any obligation or liability to you until payment in full.

8. Performance of the Subscription Services

- 8.1. The Subscription Services will be performed on the System detailed in the Proposal.
- 8.2. The Subscription Services will be performed by us at the System Address on the date(s) agreed with you during our normal working hours of 8.00am – 6.00pm Monday to Friday.
- 8.3. The Subscription Services will be performed by our qualified licensed personnel.
- 8.4. We may use carefully selected sub-contractors to carry out some or all the Subscription Services. Any sub-contractor we appoint will be appropriately qualified, insured, and competent to perform the relevant work. We will remain fully responsible for the performance of the Subscription Services and for ensuring that the Subscription Services meet the standards required under the Maintenance Contract and Applicable Law. You will not be charged any additional amount solely because a sub-contractor is used. All sub-contractors will be required to comply with technical, safety and data-protection requirements. Any personal data shared with a sub-contractor will be limited to what is necessary for their work and processed in accordance with our privacy notice and Data Protection Laws.
- 8.5. We may perform the Subscription Services in instalments. Any delay or defect in an instalment will not entitle you to cancel any other instalment.
- 8.6. We will always aim to adhere to the agreed date(s) for the Subscription Services, but they are indicative only. If we are unable or unlikely to meet the agreed date(s) for performance, we will notify you and advise you of the revised estimate date for performance.
- 8.7. We may be required to restart or stop the equipment to perform the Subscription Services, and you give us consent to do so.
- 8.8. Any additional repair work required that is not included in the relevant package and are not covered by a warranty, will be subject to additional charges;
- 8.9. Pursuant to Clause [8.8], where replacement parts are required
 - (a) parts that are provided under the warranty issued to you by the relevant component manufacturer shall be provided at no additional cost;
 - (b) parts that are not provided under the warranty issued to you by the relevant component manufacturer shall be charged at the Company's standard rates; and
 - (c) If We consider that any repairs to the System are required that is not covered by the Subscription Services, we will tell you of the anticipated labour and parts cost associated with the work. We shall not carry out any such work without your prior approval.
- 8.10. We will not be liable for any delay in, or failure of, performance caused by your failure or a third party's failure to:
 - (a) make the System Address or any part of it available for performance of the Subscription Services;
 - (b) prepare, or allow us to prepare, the System Address as required for the Subscription Services;

- (c) complete or carry out any works required prior to or required for performance of the Subscription Services;
- (d) provide us with adequate instructions for performance or otherwise relating to the Subscription Services; and
- (e) provide us free of charge with access to and use of electric, water, washing facilities and toilets at the System Address.

8.11. Upon completion of performance, we will use our reasonable endeavours to ensure all our building rubble and waste is removed from the System Address.

8.12. You agree that we may monitor the performance and operation of the PV system to ensure it is functioning correctly. This monitoring will include, but is not limited to, data collection on system performance, energy output, and any potential issues. We will use this data for the purpose of monitoring the system's performance and communicating any faults back to you, improving the quality and reliability of our services, analysing recurring fault patterns, and enhancing system performance and customer support. Data used for internal analysis will be aggregated or anonymised. All data collected will be handled in accordance with applicable privacy laws and regulations Data Protection Act 2018.

8.13. You must:

- (a) provide safe and reasonable access to the Equipment;
- (b) promptly report any suspected Faults through the Company's designated channels; and
- (c) not attempt repairs or modifications without the Company's written consent.

8.14. If we are unable to perform the Subscription Services, or if performance is delayed or disrupted due to any act or omission by you or anyone acting on your behalf – including failure to provide safe and reasonable access to the Equipment – we may suspend performance until the issue is resolved. We may charge you for any reasonable and proportionate additional costs incurred as a result of such delay, including wasted appointments, additional attendance, travel time, or extra time on site. Any such costs will be based on our reasonable time, labour and travel expenses, will not exceed what is necessary and proportionate, and will be notified to you in advance wherever reasonably possible. Repeated failures to provide access or cooperation may be treated as a breach of the Maintenance Contract, allowing us to terminate in accordance with the termination provisions at Clause 14.

9. Warranty

9.1. We warrant that, at the time of performance of the Subscription Services, the Subscription Services will be supplied with reasonable care and skill as required by section 49 of the Consumer Rights Act 2015. In addition to your statutory rights.

9.2. As your sole and exclusive remedy, we will, at our option, correct, repair, remedy, re-perform or refund the Subscription Services that do not comply with Clause 8.1, provided that you:

- (a) serve us with a written notice within a reasonable period of time from performance, specifying the Subscription Services that do not comply with Clause 8.1 and identifying in sufficient detail the nature and extent of the defects; and

- (b) give us reasonable opportunity to examine the claim of the defective Subscription Services.

9.3. These Maintenance Terms will apply to any Subscription Services that are corrected, repaired, remedied or re-performed with effect from performance of those Subscription Services.

9.4. Nothing in this Maintenance Contract affects your statutory rights. Other than as expressly set out in these terms, we do not make any additional promises about the Subscription Services.

10. Insurance

10.1. We are a member of the Renewable Energy Consumer Code (RECC). While RECC does not directly regulate maintenance contracts, our membership reflects our commitment to high standards of customer care and transparency, and requires us to hold appropriate insurance to cover possible damage.

10.2. As at the date the Maintenance Contract is signed, we hold public liability and professional indemnity insurance in the amount of £10 million for each claim.

11. Liability

11.1. Nothing in the Maintenance Contract operates or seeks to exclude or limit liability for any losses which cannot be excluded or limited by Applicable Law, including for death or personal injury caused by negligence and fraud or fraudulent misrepresentation, and all exclusions or limitations of liability in the Maintenance Contract will be subject always to this Clause 11.1.

11.2. We will not be liable for consequential, indirect or special losses. We will not be liable for (in each case whether direct or indirect) loss of profit, loss of revenue, loss or damage to equipment, loss of use, loss of production, loss of contract, loss of business opportunity, loss of savings, discount or rebate (whether actual or anticipated) or harm to reputation or goodwill. This exclusion does not apply to physical damage to your property caused by our negligence or to any liability which cannot lawfully be excluded.

11.3. Our total liability under each Subscription Period will not exceed the sum of £1,000,000 and will not limit any statutory rights you have under the Consumer Rights Act 2015.

12. Force Majeure

12.1. We will have no liability under, or be deemed to be in breach of, the Maintenance Contract for any delay in or failure of performance of the Subscription Services or any other obligations under the Maintenance Contract which result from a Force Majeure Event.

12.2. We will notify you in writing when such Force Majeure Event causes a delay or failure and when it ceases to do so.

13. Data processing

We will process your personal data in accordance with applicable data protection laws and our privacy notice (which is available at www.goodenergy.co.uk/privacy-policy/). We may share your data with carefully selected contractors for the purpose of delivering the Subscription Services. We will ensure that appropriate safeguards are in place to protect your personal data.

14. Termination

14.1. We may terminate the Maintenance Contract on written notice to you and without obligation or liability to you if:

- (a) you commit a material breach of the Maintenance Contract which cannot be remedied;
- (b) you fail to remedy a material breach within 14 days of receiving written notice of such breach; or
- (c) you have failed to pay any amount due under the Maintenance Contract on the due date.

14.2. We may terminate the Maintenance Contract, subject to Applicable Law, if you undergo or are subject to, or we reasonably believe that you are likely to undergo or become subject to, any event which might reasonably indicate a state of financial distress.

14.3. Termination of the Maintenance Contract will not affect any accrued rights and liabilities of either party at any time up to the date of termination.

15. Notices

15.1. Any notice given by a party under these Maintenance Terms will be in writing and be in English and be sent to the relevant party at the address set out in the Proposal.

15.2. Notices may be given, and will be deemed received,

- (a) on receipt of a signature at the time of delivery if delivered by hand;
- (b) at 9.00am on the second working day after posting if delivered by post; or
- (c) on the earlier of a read receipt and 9.00am on the second working day after sending if delivered by email.

15.3. This Clause 15 does not apply to notices given in legal proceedings.

16. Disputes

16.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Subscription Services we have provided, or any other matter, please contact us as soon as possible using the contact details set out at the top of these Maintenance Terms.

16.2. If we cannot resolve a dispute with you or you are unhappy with the outcome, you may want to use alternative dispute resolution (ADR). ADR is a process for resolving disputes between you and us that does not involve going to court.

16.3. If you do not wish to use ADR or are unhappy with the outcome of ADR, you can still bring court proceedings.

17. Variation

17.1. We may amend these Maintenance Terms from time to time:

- (a) to reflect changes in applicable law or regulatory requirements;
- (b) to reflect changes in industry standards, safety requirements or best practice;
- (c) to make minor technical or administrative changes which do not materially affect your rights; or

(d) to improve the clarity of these terms.

17.2. Where a proposed change is likely to have a material adverse effect on you, we will give you at least 30 days' prior written notice of the change.

17.3. If you do not agree to a change which has a material adverse effect on you, you may cancel the Maintenance Contract without penalty by giving notice before the change takes effect. In that case, the Maintenance Contract will terminate on the date the change would otherwise have come into force.

17.4. Changes which are required by law or which do not materially affect your rights may take effect immediately upon notice.

18. General

18.1. Joint customers: Where two or more persons enter into the Maintenance Contract as customer, those persons shall be jointly and severally liable for all obligations under the Maintenance Contract, including payment of the Subscription Price and any other sums due. We may enforce the Maintenance Contract against any one or more of you without first seeking to enforce it against the other(s).

18.2. Entire agreement: The Maintenance Contract constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or made verbally, in respect of its subject matter.

18.3. Assignment: You may not assign, sub-contract or otherwise transfer or encumber any right or obligation under the Maintenance Contract, in whole or in part, without our prior written consent. We may assign the performance of any of our obligations and exercise of any of our rights under the Maintenance Contract to any third party at any time.

18.4. Severance: If any provision of the Maintenance Contract is or becomes unenforceable, the enforceability of any other provision of the Maintenance Contract will not be affected.

18.5. Waiver: No failure or delay by us to exercise any right or remedy provided by Applicable Law or under the Maintenance Contract will operate as a waiver of that right or remedy, nor will it preclude or restrict any future exercise of that right or remedy.

18.6. Conflicts within Proposal: If there is a conflict between the terms contained in these Maintenance Terms and the Proposal, the terms of the Maintenance Contract will take precedence to the extent of the conflict.

18.7. Third-party rights: No third party will have any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of the provisions of the Maintenance Contract.

18.8. Governing law and jurisdiction: The laws of England and Wales apply to the Maintenance Contract, although if you are a resident elsewhere you will retain the benefit of any mandatory protections given to by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales, meaning you may also bring proceedings in the courts of the part of the United Kingdom in which you live.