

Domestic solar installation Contract Terms

Should you require either this Contract or any other information we have supplied to you in large print, please contact us.

This Contract for the installation of a solar photovoltaic and/or battery energy storage system is between Good Energy Services limited whose registered address is at Monkton Park Offices, Monkton Park, Chippenham, SN15 1GH (“we”, “us”, the “Company”) and the customer whose details are set out in the Proposal (“you”).

This Contract details our obligations to you and your obligations to us. If there is any point that we can clarify for you, please contact us.

This Contract is made up of the following documents which apply in the order of priority set out below:

- your Proposal; and
- these Contract Terms.

If the Proposal names more than one person, you'll all be responsible - as individuals and together - for your obligations under this Contract.

This contract complies with our obligations as members of both the Renewable Energy Consumer Code (“RECC” and the “Consumer Code”) and the Microgeneration Certification Scheme (“MCS”).

- Our RECC membership number is: 00079417
- MCS certification number is NIC 1476

Renewable Energy Consumer Code

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

The Microgeneration Certification Scheme

MCS certification demonstrates compliance to industry standards that companies strive to meet. Membership highlights to consumers that companies are able to consistently install to the highest quality every time.

Your Contract

The Proposal will document all goods and services we propose to supply, along with the total price for these goods and services including VAT. We will provide you with a timetable for supplying the goods and carrying out the installation. The Proposal will include information as to the performance of the technology we have proposed to install. These performance estimates will be calculated according to the requirements of the appropriate MCS Standard.

We will discuss this with you and provide you with information as to the location of key components. You will be given the opportunity to approve the site designs before work commences. We will advise you on approvals and permissions that may be required for the work. However, it will be your responsibility to ensure that such approvals and permissions are in place. If we require evidence of those permissions (and related drawings and/or specifications) you must make those available.

If there are additional payments that you may have to make, such as planning costs or if you need to consult a Structural Engineer, we will offer assistance and advice, but you will be responsible for these costs. If there is a particular service or item of equipment that would normally be considered as part of the installation and you have requested that this not be included, then we will have documented this on the quotation.

1. ACCEPTANCE OF PROPOSAL

- 1.1. The Proposal is valid for a period of 30 days from the date indicated. If you wish to proceed then you must sign the Proposal and return it to us. No contract is in place until we send an acknowledgement of the order to you.
- 1.2. Please read these Contract Terms and the Proposal carefully before signing the Proposal. If you need any explanations about them, please contact us using the address or telephone number provided.

2. RIGHT TO CANCEL

- 2.1 You have the right to cancel your Contract with us at any time up to the end of the 14th day after the day that you enter into the Contract. You may also cancel your Contract with us at any time up to the end of the 14th day after we deliver the last piece of equipment to you.
- 2.2 If you wish to cancel, you must inform us by signing the form in Appendix D of the Proposal document and returning it to us at sales@goodenergy.co.uk.
- 2.3 Your cancellation is effective from the receipt by us of your clear communication.
- 2.4 It is often not practical for us to wait for the second 14-day cancellation period to expire (after delivery of the equipment to you) before we start work. As a result, we will typically ask you to expressly instruct us to start the installation during your second cancellation period. If you have instructed us to start work before the second cancellation period expires, we can recover from you the reasonable costs that we have incurred up to your cancellation which could mean you paying 100% of the agreed price.
- 2.5 If you exercise your right to cancel, we will leave your property secure, safe and watertight but we are not required to refit any equipment removed.
- 2.6 Once we have received your cancellation notice, we will be in touch to confirm what happens next, whether any payments are due, and the amount.

- 2.7 Any advance payments we have taken from you will be returned after we have deducted any money we are allowed to deduct as described above.
- 2.8 If you cancel this Contract outside the cancellation periods described above, or after having given us an express instruction to start work during the cancellation period, you may have to pay to us our reasonable costs incurred. We will attempt to keep these costs to a minimum. If you have paid us a deposit or any advance payments, we may retain all or part of these payments as a contribution.

3. OUR OBLIGATIONS

Our main obligation to you

- 3.1. Our main obligation to you is to do the work with all reasonable care and skill according to the standards set by the MCS and according to the timetable set out in the Proposal. Under the MCS scheme, only certified companies can enter into a contract with a customer for the sale and installation of a system. Our MCS Certification number is set out above.
- 3.2. We agree to carry out the work with all reasonable care and skill in the planning, installation and commissioning of the system described in the Proposal. The goods we supply will:
 - (a) be of satisfactory quality;
 - (b) be fit for purpose;
 - (c) operate as we described to you; and
 - (d) match the model you have seen or examined.
- 3.3. We will inform you in writing of the name of any contractor engaged by us to undertake the installation of your system and we will take full responsibility for their work and their compliance with the Consumer Code.

The timetable

- 3.4. We agree to supply the goods and carry out the installation work as specified in the timetable that we have agreed with you and which is set out in the Proposal. Your acceptance of these terms indicates that you agree to proceed using that timetable.
- 3.5. 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. Such reasons may include, for example, severe weather. We cannot be held responsible for those delays.
- 3.6. If such delays occur, we will tell you as soon as possible and we will adjust the timetable by written agreement.
- 3.7. In the case of a delay to the delivery of goods beyond the time or period we have agreed, or where no time period has been agreed then beyond a period of 30 days from the date you sign the Proposal, you may be offered different products of equivalent specification, value and quality, so long as they are MCS certified. You can either accept that offer, or cancel as per clause 9.2 -

9.3 below. This is in line with the Consumer Code and the Consumer Rights Act 2015.

Consequence of delay caused by us

- 3.8. You will be entitled to compensation if we cause significant or unreasonable delay due to factors within our control.
- 3.9. In the case of an unreasonable delay to the installation for reasons that are within our control then you can cancel the contract as detailed in clause 9.2 below.

Consequences of delay caused by you

- 3.10. We will seek to accommodate small delays without recourse to compensation.
- 3.11. If any delay caused by you means that we incur extra costs then we will adjust the price accordingly. The daily costs that result from any unexpected work are described in the Proposal.

Our other obligations

- 3.12. We will carry out the work and all communication with you according to the Consumer Code. We will ensure that the installation complies with the relevant MCS installer standard which in this case is MIS 3002, 3012.
- 3.13. Once the installed system is commissioned, we will give to you any guarantees, test certificates and other relevant paperwork related to your goods and installation. We will aim to give you this when the system is commissioned but certainly no later than 10 days after commissioning.
- 3.14. We will also give you all of the documentation required as detailed in the appropriate Microgeneration Installation Standard ("MIS"). If it is a requirement of the appropriate MIS installer standard, this will include the certificate showing that the installation has been registered with the MCS Installation Database. We will give you this within 10 working days of the commissioning date.
- 3.15. The guarantees we give you will cover the goods and installation and will comply with the Consumer Code. We will provide to you the terms of the guarantees in writing.
- 3.16. We will ensure that the guarantees that we give you will be honoured should we fall into receivership, administration or bankruptcy during the term of the installer's guarantee. Please see Section 8 of these Contract Terms for details.

4. YOUR MAIN OBLIGATION TO US IS TO MAKE THE PAYMENTS DUE TO US

The Proposal explains when invoices will be sent and the amount due for each payment.

The deposit

- 4.1 You will pay us the deposit specified in the Proposal when you enter into the Contract. The deposit shall not exceed the lower of: (a) 25% of the total contract price set out in the Proposal; or (b) £5,000
- 4.2 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 refund that deposit to you in full within two weeks.

Advance payment

- 4.3 We may require you to pay a further advance payment no more than three weeks before the agreed delivery or installation date but only if this is explained to you in your Proposal. This further advance payment will only be used for work under the Contract, for example for purchasing goods.
- 4.4 If we do not deliver any goods to you before installation then such a further advance payment, taken together with the deposit, will under no circumstances be more than 60% of the total price in the Proposal.
- 4.5 We may use your further advance payment to purchase goods and deliver them to you. If we do this, and only if title to those goods transfers to you, the sum used to purchase those specific goods will no longer represent an advance payment.
- 4.6 If we fall into receivership, administration or bankruptcy your deposit and advance payment, if any, will be protected as detailed in clause 8 (*Delivery, title and workmanship warranty*) of this Contract.

Final payment

- 4.7 We will issue you with an invoice for the balance outstanding on the contract price. This will become due only after the installation has been completed.
- 4.8 In the event of any alleged minor defect with the goods or installation, then you shall not be entitled to withhold more than a proportionate amount of the sum due. If you do withhold any amount after the due date because of any alleged minor defect, then you must give us as much notice as possible and state the reasons you are withholding the payment.

Consequences of late payment

- 4.9 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 2.5% above the base rate set by the Bank of England.

Late payment of advance or 'interim' payments

- 4.10 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.
- 4.11 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, 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.

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

5 YOUR OTHER OBLIGATIONS TO US

- 5.1 We will advise you on the approvals and permissions that you may need but 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

- 5.2 You must provide the following for our use free of any charge:

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

- 5.3 You, or a contractor you employ, may need to carry out preparatory work before the installation described in the Proposal 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 clause 3.9 of these Contract Terms will apply.

Additional charges

- 5.4 Should you be in breach of conditions set out in clauses 5.1 to 5.2 of these Contract Terms you may incur additional costs due to delay and/or provision of additional services. You may be required to pay reasonable compensation to cover those extra costs. If this happens then 9.5-9.6 (*Contract cancellation*) of these Contract Terms will apply.

6 CHANGE OF WORK

- 6.1 If, after signing the Proposal, 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:
- (a) it is technically possible;
 - (b) we have the necessary resources; and

- (c) the necessary permissions are in place.
- 6.2 If we agree to this change of work you must:
 - a) confirm your request in writing; and
 - b) do so within 14 days of when you first tell us.
- 6.3 We will then adjust the price:
 - a) by written agreement beforehand, if possible; or if not then
 - b) by later written agreement; or if not then
 - c) by referring to any priced documents, if this applies; or if not then
 - d) 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.
- 6.5 If, in the final design we present to you, the installation differs significantly from what we have described to you, we will draw this to your attention in writing and you will be able to cancel the contract as detailed in clause 9.4.

7 UNEXPECTED WORK

- 7.1 The Proposal given to you details the 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 clause 6.2 of these Contract Terms will apply.

8 DELIVERY, TITLE AND RISK AND WORKMANSHIP WARRANTY

- 8.1 We will deliver the goods to the location detailed in the Proposal.
- 8.2 In case we fall into receivership, administration or bankruptcy before we deliver the goods to you we will insure the money you pay us in advance. We will also ensure that our guarantees will be honoured should we fall into receivership, administration or bankruptcy during the term of our workmanship warranty.
- 8.3 We will provide you with details of the insurance scheme we use and you will receive a policy directly from the provider once you have signed the Proposal.
- 8.4 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 we store the goods then we must keep them 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.

- 8.5 Goods belonging to us may be delivered to the site. If we have delivered goods to you and the contract is brought to an end early for reasons detailed in clauses 9.2 to of these Contract Terms, you must make the goods available for collection by us. Once we have collected the goods, we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not make the goods available for collection or otherwise return the goods to us, we retain the right to take legal proceedings to recover the goods or their value.
- 8.6 Until ownership of the goods passes to you, you must:
- (a) store the goods separately in such a way that they remain readily identifiable as our property;
 - (b) not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; and,
 - (c) maintain the goods in a satisfactory condition.

9 CONTRACT CANCELLATION

Your rights

- 9.1 Your rights to a cancellation period are detailed in clause 1.2 (*Right to cancel*) of these Contract Terms.
- 9.2 If there is a delay to the delivery of goods or installation for reasons that are outside your control then you will be entitled to cancel the contract and receive a full refund. This is in line with the Consumer Code and the Consumer Rights Act 2015.
- 9.3 If we are in breach of our obligations detailed in the Contract then you have a range of remedies that will apply depending on the circumstances.
- (a) If we breach the contract for the supply of services, then you are entitled to (i) a repeat performance of the service or (ii) a price reduction.
 - (b) If any of the goods that we supply are faulty, incorrectly installed, incorrectly described, or not fit for purpose, you can (i) request a repair or a replacement or (ii) reject the goods and claim a refund or claim compensation.
- 9.4 As detailed in clause 6.5 above, you will be able to cancel the contract (and have any deposit or advance payment refunded) if, in the final design we present to you, the installation differs significantly from what we have described to you. You cannot seek the remedies described in clauses to 9.3 if you decide you no longer want some or all of the components.

Our rights

- 9.5 If you are in breach of your obligations as set out in this 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 put right the alleged breach.

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

10 LIMITS ON OUR RESPONSIBILITY TO YOU

- 10.1 Except for our legal responsibility for death or personal injury, as set out below, we are not legally responsible under this Contract for:
- (a) any losses that are not our fault, or that we could not have reasonably expected when we entered into this Contract; or
 - (b) any financial losses (for example, wasted expenses or loss of profit, income, opportunity, contract, or goodwill).
- 10.2 Nothing in the Contract removes or limits our legal responsibility to you for death or personal injury caused by our negligence. We also accept full legal responsibility if we act in a fraudulent way. This Contract does not affect any rights you have by law.
- 10.3 We shall repair or remedy any damage to your property that is caused by our failure to carry out the installation in a professional manner and to the best of our skill and care. However, if you decide minor redecorations or touching up are necessary, these will be your responsibility.
- 10.4 If we are legally responsible to you for any loss or damage, our legal responsibility to you will be limited to three times the total contract value for all incidents that lead to loss or damage.

11 YOUR DATA

We're committed to protecting your personal information and data. We may process information which can personally identify you for the purposes of providing services to you. A full explanation of how we manage your personal data can be found at goodenergy.co.uk/privacy-policy/. Alternatively we can provide a copy for you by post upon request.

12 DISPUTE RESOLUTION

- 12.1 If you have a problem with our service, please contact us in writing to explain the issue. We'll try to resolve it together. If we can't resolve it, we'll escalate the issue to senior management. They'll review the problem and try to find a solution.
- 12.2 As we are members of RECC, if at any time a dispute arises between you and us that cannot be resolved you can refer the matter to be handled through RECC's dispute resolution procedure provided it falls within their remit, and relates to the sale and installation of domestic renewable energy systems. We

must agree to follow this procedure if that is your wish. RECC is certified through the Chartered Trading Standards Institute as an Alternative Dispute Resolution provider. You can find information about making a complaint to RECC on the RECC website recc.org.uk/consumers/how-to-complain. Alternatively, you may wish to seek legal advice about taking court action.

- 12.3 Disputes that relate to the MCS Installer Standards can be referred to our MCS Certification Body. Their contact details are as follows:
- (a) by post: MCS, First Floor, Violet 3, Sci-Tech Daresbury, Keckwick Lane, Daresbury, Cheshire, WA4 4AB;
 - (b) by phone: 0333 103 8130; or
 - (c) by email: hello@mcscertified.com.

13 GENERAL

- 13.1 We may transfer our rights and/or obligations under the Contract to another company. We may also arrange for another company to perform some of our obligations for us. If we do this it will not affect our responsibility to you under the Contract.
- 13.2 We reserve the right to change the terms of the Contract. If we do, we will notify you about the changes and when they will take effect. If you do not agree with the changes, you can cancel the Contract with immediate effect by telling us within seven days of receiving our notification.
- 13.3 If any court, ombudsman or any other competent authority decides that any aspect of a provision of the Contract is invalid or unenforceable, that aspect of that provision shall be severed from the Contract and shall have no effect on the remainder of the Contract.
- 13.4 The Contract is governed by English law and the English courts.