



# Renew-Able

## SOLUTIONS

- 1. All orders and agreements shall be subject to these conditions. Conditions stipulated in the customer's order form or elsewhere shall be of no effect if they conflict with these conditions. Quotations given include reference to these terms and these terms must be accepted by The Customer in writing before any contract can be made. Acceptance recognises that these terms are an integral part of the quotation and any contract agreed.
- 2. The Company shall mean Valente Group Limited trading as Renew-Able Solutions.
- 3. The Company's obligations to The Customer are defined by the Renewable Energy Consumer Code and ensure that all work is done with all reasonable skill and care according to the timetable agreed.
- 4. The Company will provide an itemised list of the goods to be supplied, all survey, design installation and other services to be provided, a list of services not included in the quotation which you will need to provide, a statement of taxes such as VAT, a timetable for supplying the goods and for carrying out installation work, accurate information about approvals and permissions needed for the proposed system and any grants or other financial incentives available for the work, the chance to approve site designs before the works starts, a written estimate of how the system will perform calculated according to the Renewable Energy Consumer Code.
- 5. Prices cover system design, supply, installation, and commissioning. Installations shall take 1 or more days depending on the size of project, complexity, and unforeseen delays.
- 6. The company operates a fixed price policy once a final quote has been accepted excepting unexpected work. If unexpected work arises The Company will explain it and ask The Customer how he or she wishes to proceed.
- 7. The payment schedule is: two thirds with contract, balance 14 days before the scheduled installation date.
- 8. All products remain the property of The Company until paid for in full. Transfer of title to the goods or a proportion of the goods occurs as The Domestic Customer makes payment for the goods. Where the payment has been used to make specific purchases on behalf of The Customer legal title passes to The Customer.
- 9. The Company will arrange delivery to site and the Customer must ensure that the goods are stored in a safe secure location. The Customer will not destroy deface or obscure any identifying mark or packaging on or relating to the goods.
- 10. If the contract is terminated early due to serious breach by The Company The Customer must return the goods immediately or purchase them at retail price as quoted.
- 11. The Customer is not entitled due to any alleged minor defect to withhold the outstanding balance and if any amount is to be withheld The Customer must give The Company notice before the final date on which payment is due stating in that notice the reasons for withholding payment. If payment is not received when payment is due The Company may give The Customer written notice of intention to stop work on the installation. Once this notice has been given all work will be suspended until payment is made. If The Customer is in breach of the contract because the agreed payment has not been made The Company will be entitled to recover any additional costs incurred. Written notice containing full particulars of any claim for compensation will be provided within 21 days of the work being suspended. The Company may require The Customer to return and deliver up the goods not paid for.
- 12. The Company will make all reasonable efforts to install on the agreed date. If components proposed become unobtainable The Company will substitute equivalents or near equivalents at the same or reduced cost in which case the price charged will be reduced to reflect any savings.
- 13. The Company cannot be held responsible for delays which may occur for reasons beyond the control of The Company related inter alia to installation or related works. If such delays occur The Company will reschedule and complete the work as soon as possible except in circumstances arising from such delays which render completion unreasonable in which case The Company reserves the right to cancel the contract and reimburse any payments made less costs incurred.



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- 14. If after signing the contract The Customer decides to re-specify the work The Company will endeavour to incorporate any changes providing, they are technically possible, The Company has the necessary resources, and necessary permissions are in place. If The Company agrees to the changes The Customer must confirm in writing within 14 days of the first notification. The Company will readjust the price by written agreement beforehand if possible or if not by later written agreement or if not by referring to any priced documents if this applies or if not by a reasonable amount for the work done and goods supplied resulting from the re-specification. In the case of major delays of the delivery of goods The Customer may be offered different products of comparable or equivalent specification.
- 15. The Company reserves the right to reschedule the installation if unavoidable to dates reasonably acceptable to The Customer. If The Customer reschedules in an untimely fashion or fails to take delivery or to supply labour on the dates advised causing extra unavoidable costs to The Company, The Customer will become responsible for extra costs incurred such as unrecoverable installation team labour costs at an hourly rate of £80 plus VAT at a minimum of 8 hours per day per person.
- 16. If The Customer agrees to carry out preparatory work it will be agreed in writing and all work must be carried out by a competent person and completed by the agreed date. If these conditions are not met so that The Company cannot carry out the work on the agreed dates The Company reserves the right to charge extra labour as clause 8. Where unexpected work arises, The Company will inform The Customer and ask how The Customer wants The Company to proceed. If issues arise that bring about a delay in the work or time on site more than the original schedule The Customer will pay for the cost of that delay as clause 8. An example of a typical delay would be inter alia a deficiency in the electrical wiring of the property requiring remedial work before the system being installed by The Company can be tested and/or commissioned or discovery of structural faults within the roof structure or a chimney stack which could lead to an unsafe installation.
- 17. The Customer shall be responsible for the accuracy of any plans or drawings or estimated measurements he supplies and if these prove inaccurate, he/she will be liable for any extra costs incurred by The Company.
- 18. The Customer will provide a safe, practical, and comfortable working environment including provision of water, washing facilities and toilets, use of electricity supply, adequate storage space and ease of access to working areas.
- 19. The company selects products to suit the needs of the customer. All products are MCS approved, and all inverters are G83 or G59 compliant. All work is carried out to the MCS installer standard in force at the time of installation.
- 20. 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. All estimates are based upon the standard MCS procedure and given as guidance only. They should not be considered as a guarantee of performance. System specifications and layout diagrams are based upon approximate measurements. Energy and Carbon saving calculations are based on figures supplied by the Energy Saving Trust.
- 21. Where applicable e.g. for listed buildings and in conservation areas, The Customer will ensure that permissions and approvals are obtained before work starts. The Company can assist with planning approval for an additional charge. In some conservation areas, on listed buildings, Areas of Outstanding Natural Beauty, National Parks, or if the Solar PV system is outside the design parameters of the local council, planning approval may be required. Ultimate responsibility for planning lies with the client.
- 22. Any system with a Declared Net Capacity (DNC) greater than 3.68kW/16A per phase requires an installer to obtain approval from the Distribution Network Operator (DNO) prior to installation. The Declared Net Capacity is calculated in two ways and is the lower of: The kilowatt peak (kWp) rating of the system multiplied by the maximum efficiency of the inverter.

The maximum AC output of the specified inverter.



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- 23. DNO permission is subject to a lead time specified by the DNO over which The Company has no control.
- 24. The Customer will be provided with an Operation and Maintenance Manual containing product warranties and test certificates within 14 days of completion of installation. The Company will endeavour to provide the MCS certificate within 7 days of final payment.
- 25. The Company warrants the workmanship on the mounting system and wiring of the photovoltaic system for 24 months. Photovoltaic modules, inverters and other products are covered separately by the manufacturers' warranties. The Company will ensure this is carried out in accordance with the Supply of Goods and Services Act (1982) and will carry out any necessary repairs for the client for labour cost only. Warranty is voided in the event of any damage resulting from any work not authorised by The Company taking place on the installation.
- 26. If The Customer is in serious breach of his obligations as set out in these terms and fails to remedy that breach within 14 days of receiving written notice from The Company we have the right to cancel. The Customer will be given reasonable opportunity to rectify the alleged breach. If The Company suffers a loss as the result of a breach, we will take reasonable steps to limit the loss and if the breach leads to a cancellation The Customer may have to pay compensation for costs and losses.
- 27. These conditions and all other express terms of the contract shall be governed and construed in accordance with the law of Scotland and any disputes will be subject to the jurisdiction of the Scottish courts.