



# Renew-Able SOLUTIONS

1. All orders and agreements shall be subject to 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. 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 standard MCS procedure.
4. Prices cover system design, supply, installation, and commissioning. Installation work is carried out by employees of The Company and approved sub-contractors.
5. Domestic installations shall take 1 or more days depending on the size of project, complexity, and unforeseen delays.
6. Where large installations require grid upgrades or G59 approval The Company will advise on costs. Acceptance must be agreed in writing by both parties before work starts.
7. 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.
8. Quotations are valid for 30 days after which they are subject to revision.
9. The payment schedule is: 10% with contract, 65% 14 days before the scheduled installation date, the remainder as stated on the Order Form on the day of installation. Receipts will be issued for stage payments unless the payments are made electronically. An invoice is issued marked PAID upon receipt of the final payment as proof that The Customer has full title to the system and is eligible to receive payments of any tariffs applicable at the time of approval. Payment by credit card is surcharged at cost as applied by the clearers. If The Domestic Customer pays the deposit before The Company has inspected the property and The Company subsequently finds that the installation cannot proceed the deposit will be refunded in full.
10. 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. The Company will either arrange delivery to The Customer or if held in store will label them as property of The Customer insured and kept separately from The Company's own stock. In the event that goods are delivered to site The Customer must ensure that the goods are stored in a safe secure location such that they can be identified as the property of The Company. The Customer will not destroy deface or obscure any identifying mark or packaging on or relating to the goods. 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. The Customer is not entitled due to any alleged minor defect to withhold more than a proportionate amount of 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 by the seventh day after 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.



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11. To proceed The Domestic Customer shall return the contract form with the 10% deposit indicating, where applicable, any chosen options. No contract is final until we send an acceptance, and the deposit funds are cleared.
- 12. The Domestic Customer shall have 14 working days after signing the contract (this is known as 'the cancellation period') to review the decision. If The Domestic Customer wishes to cancel during this period, a full refund will be given provided work has not started. If at the request of The Customer work has started or 14 days has passed The Company may use the deposit to cover material and labour costs incurred and any remainder will be returned. The customer must give express permission to start work within the cancellation period before the effects of cancellation are discussed. To cancel The Domestic Customer shall return the Cancellation Form by post or email to [hello@renew-able.co.uk](mailto:hello@renew-able.co.uk). If there is a severe or unreasonable delay beyond 'the cancellation period' The Domestic Customer will have a right to cancel the contract and receive a full refund. If The Company is in serious breach of its obligations as detailed in the contract The Domestic Customer has a right to cancel the contract and receive an appropriate refund or request a repair or a replacement or ask for compensation. The Domestic Customer can seek those remedies if what The Company supplies or installs is faulty incorrectly described or not fit for purpose. The Domestic Customer cannot seek those remedies in the event of a change of mind about the contracted equipment specifications or configuration. The Company has a right to retain all or part of the deposit and further advanced payment if made as a contribution.
- 13. The Company will make all reasonable efforts to install on the agreed date. If components proposed become unobtainable The Company will substitute technically equivalent or better components at the same or reduced cost in which case the price charged will be reduced to reflect any savings. 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. 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. In the case of major delays to the delivery of goods The Domestic Customer will be entitled to cancel the contract and receive a full refund in line with the Renewable Energy Consumer Code and the Consumer Rights Act 2015.
- 14. 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 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 £75 plus VAT at a minimum of 8 hours per day per person.
- 15. 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 can not carry out the work on the agreed dates The Company reserves the right to charge extra labour as clause 14. 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 in excess of the original schedule The Customer will pay for the cost of that delay as clause 14. An example of a typical delay would be 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 or hazardous substances within the roof structure or a chimney stack which would lead to an unsafe installation.
- 16. The Customer shall be responsible for the accuracy of any plans or drawings he supplies and if these prove inaccurate he will be liable for any extra costs incurred by The Company.



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- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 22. 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.
- 23. Any system with a Declared Net Capacity (DNC) greater than 3.68kW 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.
- 24. DNO permission is subject to a lead time specified by the DNO over which The Company has no control.
- 25. The Customer will be provided with an Operation and Maintenance Manual containing product warranties and test certificates within 10 days of completion of installation. The Company will endeavour to provide the MCS certificate within 10 days of the customer signing the acceptance certificate.
- 26. The Company warrants the workmanship on the mounting system and wiring of the photovoltaic system for 10 years. The workmanship warranty will be insurance backed by IWA whose terms are available at [www.iwa.biz](http://www.iwa.biz). 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 Consumer Rights Act (2015) 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.
- 27. 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.
- 28. If at any time a dispute arises that cannot be resolved the matter can be referred to the conciliation service offered by the Renewable Energy Consumer Code scheme which 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 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. 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



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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 an Independent Arbitration fixed rate fee. This fee will be refunded to you if the arbitrator finds in your favour. 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.

- 29. 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.