

Our terms

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply goods and services to you, as part of our installation or maintenance services. They will apply to:

- (a) Installation of a new solar PV and/or energy storage system and/or electric car charger at your home;
- (b) Maintenance, repair and/or servicing work to be carried out to an existing solar PV, energy storage system and/or electric car charger at your home.

We will have sent you a proposal (or quotation) which details the above.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are.** We are SunGift Solar Limited, a company registered and established in England and Wales. Our company registration number is 6367389 and our registered office is at Unit 6 Huxham Barns, Huxham, Exeter EX5 4EJ. Our registered VAT number is 884 0963 87.

2.2 **How to contact us.** You can contact us by telephoning our customer service team on 01392 213912 or by writing to us at info@sungiftsolar.co.uk or SunGift Solar Limited, Unit 6 Huxham Barns, Huxham, Exeter EX5 4EJ.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 **How we will accept your order.** If you would like to purchase the goods and/or services set out in our proposal, on the basis of these terms, please confirm this to us in writing. Where we have provided you with several options, please indicate which option you

would like to go ahead with. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the goods and/or services. This might be because a relevant product is out of stock or no longer available, because the proposal has been superseded or is out of date, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the goods and/or services or because we are unable to meet a delivery deadline you have specified.
- 3.3 **We only sell to the UK.** Our website and proposals are solely for the promotion of our products in the UK. Unfortunately, we do not provide goods and/or services to addresses outside the UK.
- 3.4 **Your right to cancel.** You have the right to cancel this contract within 14 days without giving any reason. Please see Clause 8 for more information.

4. **Our goods and services**

4.1 **Goods may vary slightly from their pictures.** Any images of goods on our website and in our proposal are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that such images accurately reflect the colour of the products. Your product may vary slightly from those images.

4.2 **The goods and services we will provide to you.**

- (a) **Our proposal (or quotation).** A description of the goods and/or services we will provide to you is set out in our proposal.
- (b) **The goods and services we provide.**
 - (i) We will provide goods and/or services to you in accordance with your legal rights, which are summarised at Clause 11.2
 - (ii) **For installation services only (including the installation of a solar PV and/or energy storage system)** we also offer workmanship warranties, details of which are set out at Schedule 2. This relates to our workmanship only and not the goods we install. Please see Schedule 2 for full details.

For solar PV system installations only, our workmanship warranty will be insured under a third party scheme in the case of our falling into receivership, administration or similar during its term. If you have ordered an energy storage system and would like similar insurance for

your workmanship warranty we will need to charge you an additional sum, so please discuss this with us.

- (iii) We will ensure that, where relevant, a solar PV installation we carry out complies with Microgeneration Installation Standard MIS 3002.
- (c) If relevant, once we have delivered you the goods and/or carried out the services, we will provide you with any paperwork required, such as test certificates, manufacturers' warranties and a certificate showing that an installation has been registered with the Microgeneration Certification Scheme (MCS) database.
- (d) **Additional or unexpected work or provision of additional or unexpected goods.** If unexpected or additional work or goods are required we will adjust the price you need to pay as follows:
 - (i) By written agreement beforehand if possible; or if not then
 - (ii) By later written agreement; or if not then
 - (iii) By referring to any priced documents, if this applies; or if not then
 - (iv) By a reasonable amount for the work done or goods supplied.

4.3 Your obligations to us.

- (a) **Approvals and permissions.** In some cases you may need approvals and permissions (such as planning and building consents) before we can undertake the work detailed in our proposal. We will discuss these with you but you are responsible for obtaining all relevant permissions. If we ask to see those permissions (and related drawings and/or specifications) you must make those available.
- (b) **Where we are providing services to you.** You must provide the following for our use free of any charge:
 - (i) water, washing facilities and toilets;
 - (ii) electricity supply;
 - (iii) adequate storage space;
 - (iv) safe and easy access to your property from the public highway;
 - (v) easy access to any relevant location within the property (for example by removing all belongings).
- (c) **Works required before we carry out services.** You, or a contractor you employ, may need to carry out preparatory work before the works described in our proposal can start. If so, we will discuss this with you. This work must be finished before the agreed date on which work by us is due to start. This work

must be undertaken by competent persons and must be of the necessary quality for us to undertake the agreed services.

- (d) **Information required from you.** We may need certain information from you so that we can supply the goods and/or services to you. For example, we may need information about your property and/or up to date architect's drawings if your property is a new-build. It is very important that the information you give to us is correct and up to date and that you let us know if anything changes. For example, if we have designed a solar PV system for the roof of your new-build property and the plans for the roof size or type change, we need to know as soon as possible as this may affect the proposed installation. Please also refer to clause 7.9.
- (e) **Application for tariffs or other payments.** If we are installing a solar PV system for you, you may be eligible for a smart export tariff under the Smart Export Guarantee scheme or another scheme. We will discuss this with you and assist you but you are responsible for applying for and obtaining any such tariff or payment and for obtaining all relevant information to make the application.
- (f) **Additional costs.** Should you be in breach of conditions set out above in this Clause 4.3, you may incur additional costs due to delay and/or the provision of additional goods and/or services by us. You may be required to pay reasonable compensation to cover those extra costs. If this happens then Clause 4.2(d) will apply.

5. Your rights to make changes

- 5.1 If you wish to make a change to the goods and/or services you have ordered please contact us. This will include where for instance plans for a new-build property change and this affects the proposed installation. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods and/or services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. Please also see Clause 4.2(d), which explains how we will adjust the price payable for unexpected or additional work or goods. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 8, *Your rights to end the contract*).

6. Our rights to make changes

- 6.1 **Minor changes to the goods and/or services.** We may change the goods and/or services:
 - (a) to reflect changes in relevant laws and regulatory requirements; and

- (b) to implement minor technical adjustments and improvements, for example to address a wiring requirement. These changes will not affect your use of the goods and/or services.

6.2 **More significant changes to the goods and/or services and these terms.** In addition. We may make the following changes to these terms or the goods and/or services (as set out in our proposal or quotation) but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any goods or services paid for but not received:

- (a) Changes to the goods to be installed or the services to be undertaken due to:
 - (i) The local Distribution Network Operator's requirements;
 - (ii) Our being unable to supply certain goods within a reasonable timeframe, for example due to product shortages or changes in product supply since the order was placed.

7. Providing the goods and/or services

7.1 **When we will provide the goods and/or services.** During the order process we will discuss and agree a date for the supply of the goods and/or services with you. We will not usually charge separate delivery costs to you as we will usually deliver goods to your property, as detailed in the proposal, on or before we are due to provide installation, maintenance or other services to you. If we are going to charge separately for delivery or goods are being delivered by a third party to you, we will discuss this with you beforehand.

7.2 **We are not responsible for delays outside our control.** If our supply of the goods and/or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods and/or services you have paid for but not received.

7.3 **If you do not allow us access to provide the goods and/or services.** If you do not allow us access to your property to deliver the goods and/or perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and Clause 10.2 will apply.

- 7.4 **Your legal rights if we are late in providing the goods and/or services.** You have legal rights if we provide the goods and/or services late. If we miss the delivery deadline then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the goods or perform the services;
 - (b) delivery of the goods and performance of the services within the delivery or performance deadline was essential (taking into account all the relevant circumstances).
- 7.5 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under Clause 7.4, you can give us a new deadline, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.6 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under Clause 7.4 or Clause 7.5, you can cancel your order for any of the goods or reject goods that have been delivered, if any. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods. If the goods have been delivered to you, you must allow us to collect them from you. Please call customer services on 01392 213912 or email us at info@sungiftsolar.co.uk to arrange collection.
- 7.7 **When you become responsible for the goods.** Goods will be your responsibility from the time we deliver them to the address you gave us or you or a carrier organised by you collect them from us.
- 7.8 **When you own goods.** You own a product which is goods once we have received payment in full for all of the goods and/or services ordered. 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.
- 7.9 **What will happen if you do not give required or correct information to us.** As noted in clause 4.3(d), we may need certain information from you so that we can supply the goods and/or services to you, for example, confirmation that your property is ready for the services to begin and any works agreed as required for us to begin the services have been properly carried out. If so, this will be set out in our proposal or told to you in the

course of email exchanges. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods and installation services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 **Reasons we may suspend the supply of goods and/or services to you.** We may have to suspend the supply of **of goods and/or services to you to:**

- (a) deal with technical problems or make minor technical changes;
- (b) update the goods and/or services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the of goods and/or services as requested by you or notified by us to you (see Clause 6).

7.11 **Your rights if we suspend the supply of goods and installation services.** We will contact you in advance to tell you we will be suspending supply of the goods and/or services, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for the goods and/or services in respect of the period after you end the contract.

7.12 **We may also suspend supply of the goods and/or services if you do not pay.** If you do not pay us for the of goods and/or services when you are supposed to (see Clause 12.4) and you still do not make payment within **5 days** of us reminding you that payment is due, we may suspend supply of the goods and/or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods and/or services. We will not suspend the goods and/or services where you dispute the unpaid invoice (see Clause 12.6). We will not charge you for goods and/or services which we have not already supplied during the period for which they are suspended. As well as suspending the goods and/or services we can also charge you interest on your overdue payments (see Clause 12.5) and we may be entitled to recover any additional costs we incur.

8. **Your rights to end the contract**

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the goods repaired or replaced or a service re-performed or to get some or all of your money back), see Clause 11;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see Clause 8.2;**
- (c) **If you have just changed your mind about the product,** see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods and the costs of services carried out to date;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see Clause 8.6.**

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any goods and/or services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the goods and/or services or these terms which you do not agree to (see Clause 6.2);
- (b) we have told you about an error in the price or description of the goods and/or services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the goods and/or services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the goods and/or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see Clause 7.4).

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most goods and services bought from us you have a legal right to change your mind within 14 days and receive a refund, although in some cases this may be subject to deductions. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms and conditions.

8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running; and

- (b) any products which become mixed inseparably with other items after their delivery.

8.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought only services (for example, maintenance of an existing system)?** If so, you have until 14 days after the day we email you to confirm we accept your order, **unless**

- (i) **You request that we begin the services within the 14 day period following our acceptance of your order.** You will need to request this clearly in writing.

Once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

- (b) **Have you bought goods and services together (for example a system installation or product replacement)?**, if so you have until 14 days after the day you (or someone you nominate) receives the last of the goods, **unless:**

- (i) **You request that we begin the services within the 14 day period following the delivery of the last of the relevant goods to you or someone you nominate.** If you agree to this, we will deliver the goods to be installed or replaced on or just before the day we begin the relevant service (such as installing or replacing the goods). This means that work will start within the 14 day cancellation period. If you want the work to start during this 14 day cancellation period then you must request this clearly in writing.

In some cases services will need to be carried out by a third party before we deliver goods and services, such as an EPC assessment or a structural assessment. This will be set out in our proposal and/or agreed with you in writing.

Once we, or a relevant third party, have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the costs of the goods and services provided up until the time you tell us that you have changed your mind and we may make further deductions, as set out in Clause 9.6.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see Clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and there is no right to change your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for goods or services not provided but we may deduct from that refund (or, if necessary, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. **How to end the contract with us (including if you have changed your mind)**

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01392 213912 or email us at info@sungiftsolar.co.uk. Please provide details of what you ordered, when you ordered or received it and your name and address.
- (b) **By post.** Complete the cancellation form attached to these terms at Schedule 1 and post it to us at the address on the form. Or simply write to us at Unit 6 Huxham Barns, Huxham, Exeter EX5 4EJ including details of what you bought, when you ordered or received it and your name and address.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been despatched or delivered to you or you have received them, you must return them to us. You must either return the goods in person or (if suitable for posting) post them back to us at Unit 6 Huxham Barns, Huxham, Exeter EX5 4EJ or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01392 213912 or email us at info@sungiftsolar.co.uk to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 **When we will pay the costs of return.** We will pay the costs of return:

- (a) if the goods are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong,

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

- 9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be told to you in the course of email exchanges.
- 9.5 **How we will refund you.** We will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
 - (d) Where you have agreed to services being carried out by a third party, such as an EPC assessment or structural assessment, and this service has already taken place or the costs of this have already been incurred, you must pay us such costs.
- 9.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If what you have ordered includes goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see Clause 9.2.
 - (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within **5 days** of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with, or update us about, information that is necessary for us to provide the goods and services, for example, information about your property or about preparatory work done to your property;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or
- (e) you do not comply with your obligations to carry out any preparatory work required, as noted in Clause 4.3 above.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in Clause **10.1** we will refund any money you have paid in advance for goods and/or services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. If there is a problem with the goods and/or services

11.1 How to tell us about problems. If you have any questions or complaints about the goods/and or services, please contact us. You can telephone our customer service team on 01392 213912 or write to us at info@sungiftsolar.co.uk.

11.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods and/or services we provide. Nothing in these terms (or our workmanship warranties if applicable) will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example an inverter or solar modules, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the

expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also Clause 8.3.

If your product is **services**, for example installation of a solar PV system, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Clause 8.3.

11.3 Your obligation to return rejected goods. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01392 213912 or email or write to us at info@sungiftsolar.co.uk or Unit 6 Huxham Barns, Huxham, Exeter EX5 4EJ for a return label or to arrange collection.

12. Price and payment

12.1 Where to find the price for the product. The price of the goods and/or services (which includes VAT) will be the price as set out in our proposal. We take all reasonable care to ensure the price advised to you is correct. However please see Clause 12.3 for what happens if we discover an error in the price of the goods/and or services you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the goods/and or services we sell may be incorrectly priced. We will

normally check prices before accepting your order so that, where the goods and/or services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 **When you must pay and how you must pay.** We accept payment via bank transfer. We can also accept alternative payment methods so please contact us to discuss this if required. When you must pay depends on what goods and/or services you are buying:

- (a) **For the installation of a PV system and/or energy storage system and/or electric car charger** (which is goods and services combined) you must make an advance deposit payment of 25% of the price of the goods and services, when you confirm you wish to proceed and before we will start providing goods or services.

Where we are installing a solar PV system for you, we will insure your deposit payment in case we fall into receivership, administration or similar before we deliver the goods to you and you will receive a policy directly from our provider.

We will invoice you for the balance of the price of the goods and services when we have **completed** the services **except that:**

- (i) Where there is a delay of over 4 weeks between us beginning the services and finishing them, for instance with a new-build property where we start work but further work needs to be undertaken by you (or on your behalf) before we can finish the installation, we may charge you an interim sum of a **further 50%** of the full price for the goods and services.

Where we feel it is reasonable to do so, we may accept a further 25% (rather than 50%) by way of interim payment, for example where the full price relates to more than one system and work has not yet commenced on one or more of these systems.

- (b) For **services only** (such as a service for your PV system) and for **goods and services other than a system installation** (such as replacement of a part), what you must pay and when will be set out in our proposal or quotation.

You must pay each invoice within **7 calendar days** of the date of the invoice.

12.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of **3% a year** above the base lending rate of the Bank of England from time to time. This interest shall

accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. **Our responsibility for loss or damage suffered by you**

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods and/or services as summarised at Clause 11.2.

13.3 **When we are liable for damage to your property caused by us.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

13.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. **How we may use your personal information**

14.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and

- (c) if you agreed to this during the order process or thereafter, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

14.2 **We will provide your data to third parties as necessary for the provision of the goods and/or services to you and by accepting these terms you consent to such disclosure.**

14.3 **For full information on how we use your data please refer to our Privacy Policy, a copy of which can be found at this link: <https://www.sungiftsolar.co.uk/privacy-policy/>.**

15. **Other important terms**

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our workmanship warranty if applicable).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our workmanship warranty at Schedule 2 (if you have one) to a person who has acquired the property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant property, for example by providing a copy of their Land Registry title document.

15.3 **Nobody else has any rights under this contract (except someone you pass your workmanship warranty on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in Clause 15.2 in respect of our workmanship warranty. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps

against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 **Which laws apply to this contract and where you may bring legal proceedings.**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

15.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If a dispute arises between you and us that cannot be resolved, you may want to contact the alternative dispute resolution provider we can use. You can submit a complaint to the Renewable Energy Consumer Code (RECC) via their website at www.recc.org.uk/consumers/how-to-complain. If you register a dispute with RECC it will be allocated to a caseworker, who will mediate between both parties in an attempt to resolve the dispute. Mediation aims to reach a non-legal solution to the dispute in a reasonable timescale. If an agreement is not reached through mediation for any reason, you can refer the matter to RECC's independent arbitration service and we must agree to arbitration if that is your wish. You would have to pay a small fee directly to the arbitration provider, which may be refunded to you if the arbitrator finds in your favour. An award made under the independent arbitration service will be final and legally binding on you and us. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.

Disputes that relate to the MCS Installer Standards can be referred to our MCS Certification Body. Their contact details are as follows: NICEIC, Warwick House, Houghton Hall Park, Houghton Regis, Dunstable LU5 5ZX, 0333 015 6625.



Schedule 1 Model cancellation form

(Complete and return this form only if you wish to withdraw from the contract)

To at info@sungiftsolar.co.uk or SunGift Solar Limited Unit 6 Huxham Barns, Huxham, Exeter EX5 4EJ
I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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Schedule 2 Workmanship warranty for solar PV and energy storage installations

This warranty sets out the terms upon which we offer warranty cover for the following work:

- (A) solar PV systems we install at your home
- (B) energy storage systems we install at your home

This workmanship warranty does not apply to any other work we undertake.

1. **What is covered?** This warranty covers defects in the workmanship of your system, subject to the limitations and exemptions set out below. This warranty does not cover any post-installation metering or monitoring services provided by a third party. It also does not cover any products or components.
2. **The warranty period.** The warranty period for our workmanship is:
 - (a) For solar PV installations: 5 years from the date the solar PV system is commissioned.
 - (b) For energy storage installations: 2 years from the date you place the order for the installation with us.
1. **Remedial action.** During the period of the warranty where our workmanship has resulted in a defective installation we will, at our absolute discretion, arrange for repair or replacement as required to enable proper functioning of the system.
2. **Contacting us about a potential workmanship issue.**

If you believe that there is an issue with your system please contact us and we will investigate the issue. We may ask you to carry out some basic checks prior to arranging a site visit. If we carry out a site visit and discover that there is an issue with our workmanship there will be no charge for this visit. However, if our investigation shows that there was no workmanship issue then we reserve the right to charge you for our reasonable costs, including labour and access costs. We will provide you with an estimate of such costs prior to our visit.
3. **Exceptions and voiding of the warranty.** This warranty will only apply:
 - (c) If the system in question has been installed by us and has been properly used and maintained throughout the warranty period.
 - (d) If all maintenance or other work on the system has been carried out by us and neither you nor any third party has amended, adapted, interfered with or in any way adjusted the system.
 - (e) If you have informed us of the alleged defect within the warranty period and within a reasonable period of discovery.

6. **Relationship with product warranties.** Most of the main system components we install as part of your system will come with product manufacturers' warranties. Details of these are provided to you separately. This warranty covers our workmanship only and does not cover any products or components. We have no liability whatsoever in respect of any product manufacturers' warranties.

However, where a component part of your system stops working and is covered by a manufacturer's product warranty, we will offer you reasonable assistance by:

- (a) Liaising with the relevant manufacturer on your behalf; and
- (b) Replacing any parts that the manufacturer agrees to replace under their product warranty,

In this case we reserve the right to charge you a reasonable amount for any labour, access (such as scaffolding) and other costs involved.

This workmanship warranty does not replace or limit your legal rights either against the manufacturer or against us.