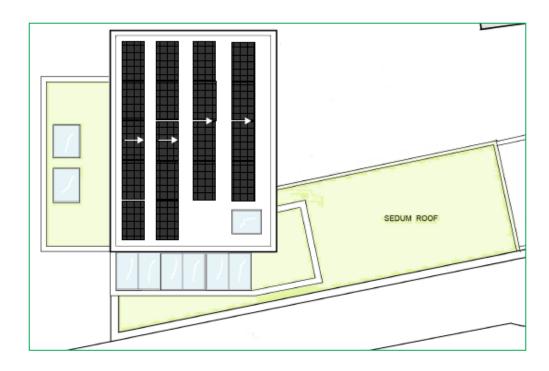








# 5.94 kWp Solar PV System Updated Proposal & Quotation



For	Client: Address:	Andy Downs  2 Millfield Lane London N6 6JP
Prepared by	Surveyor: Engineer:	Guy Hewitt Peter Cross
Job No	TL3743	
Date	29/07/2021	Doc Ref.: 004 Rev. 6.3









## SUMMARY

Client	Andy Downs		
Installation address	2 Millfield Lane		
installation address	London N6 6JP		
Date:	29/07/2021		
Job / Ref No:	TL3743	Quotation No:	TL3743/1

## Solar PV - Home-improvement Proposal

Investing in Solar PV system for your property will enable you to benefit from a saving off your annual electricity bill and help the environment by reducing your annual CO2 emissions. Together these represent a return on investment with highlight figures as follows:

## **System Performance Expectation**

System Size	5.94 kWp
Solar Panels & wattage	18 x 330W
Estimated Annual System Output	5,245 kWh
Fully Installed System Cost	£ 6,464
Annual Tax-Free Benefit Year 1	£499
Annual Tax-Free Return On Investment (ROI) *	8.9%
Payback Period *	11.2 yrs
Total Benefit over 20 year Term *	£13,206
Annual CO <sub>2</sub> saving	2.72t

<sup>\*</sup> Using annual fuel inflation of 2.90%.

## Please note:

Financial forecast Our figures take into account the future effect any fossil fuel energy cost increases

will have as per the Government's current forecasts. As such, your annual benefit

will increase year on year.

**Planning Permission** Planning has already been granted

We are a fully accredited installer (Micro-generation Certification Scheme). **MCS RECC** 

We comply fully with the RECC and offer a 14 day cooling off period should you

change your mind having placed an order.

An insured 2 year warranty on the quality of our workmanship is provided. Warranty

All deposits received are insured under the RECC Scheme. **Deposits** 

Guarantees Solar panel 25 year output and inverter guarantees pass to you upon receipt of final

payment.

We are fully insured and carry £5M Public Liability insurance. Insurance

Roof access Scaffolding, Edge Protection & Lifting Gear (as required) provided by the client.

















## SYSTEM QUOTATION

Client	Andy Downs		
Installation address	2 Millfield Lane		
instattation address	London N6 6JP		
Date:	29/07/2021		
Job / Ref No:	TL3743	Quotation No:	TL3743/1

## Description

## Supply, Install & Certify a 5.94 kWp grid connected Solar Photovoltaic (PV) system

#### Equipment

- 18 Perlight 330 Watt Mono All Black Plus panels
- 1 Solis 6.00 kW 5G Dual Inverter 10 Yr
- 1 Solis Data Logging stick -WIFI (WIFI or network data point required)
- 18 panel K2 flat roof, self-ballasted mounting system
- 1 OFGEM Approved Single Phase Total Generation Meter
- 1 Balance of system incl. DC & AC isolators, armoured cable, MC4 connectors, switches Delivery to site

## Installation

Mechanical & Electrical Installation, Testing, Commissioning, MCS Certification & documentation. DNO Application Allow 2-3 days

Sub-Total	£ 6,155.77
Vat @ 5%	£ 307.79
Total Payable	£ 6,463.56

Quotation valid for: 30 days

Lead time from receipt of order: 3-4 weeks

## Notes:

- 1. To place an order please complete the attached Order Confirmation and return it to Treadlighter Ltd together with your deposit payment upon receipt we will contact you to arrange an installation date.
- 2. A full breakdown of services to be supplied is given on the enclosed "Schedule of Materials & Services to be supplied"
- 3. For internet monitoring, either a functional WIFI signal at the inverter location, or preferably a network data point (RJ45) within 3 meters of the inverter is required.
- 4. If Additional Works are required due to exceptional circumstances not reasonably foreseeable or if you request specification changes, a further estimate will be provided.
- 5. The total installation price is based on a continuous working period. If circumstances beyond our control necessitate a split programme of works we reserve the right to charge for additional time.
- 6. Please see our attached full Terms & Conditions of Business
- 7. Treadlighter Ltd is a member of the Renewable Energy Consumer Code (RECC) and this document is prepared in accordance with it.









## **Predicted System Performance Expectation**

Client	Andy Downs		
Installation address	2 Millfield Lane		
instattation address	London N6 6JP		
Date:	29/07/2021		
Job / Ref No:	TL3743	Quotation No:	TL3743/1

The UK Microgeneration Certification Scheme (MCS) requires all certified companies to give an assessment of a Solar PV system's performance based on the standard MCS procedure in Microgeneration Installation Standard MIS3002, Issue 3.1<sup>1</sup>.

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. This performance estimate is based upon the standard MCS procedure and is given as guidance only. It should not be considered as a guarantee of performance.

In optimal circumstances (a property in the south of the UK with an un-shaded south-facing roof sloping at an angle of 35 degrees) a 2.0kWp PV system typically generates 1,968 kWh per annum.

## Your system is predicted to produce, on average, 5,245 kWh per annum.

For your system, where the panels are all oriented in the same way we take:

- The size of the PV array (in kWp)
- How much solar radiation the array is estimated to get (the 'solar radiation input factor' or Kk for short). We use official tables to estimate this which take into account your postcode region, the inclination (or tilt) of your roof and its orientation (which direction it faces), and
- How much shading there is on the panels (the 'shade factor' or SF), such as from surrounding trees, chimneys, shadow from nearby buildings). We have estimated this using the sunpath diagram(s) below.

The calculation we do is: kWp (size of system) x Kk (solar radiation input factor) x SF (shade factor)

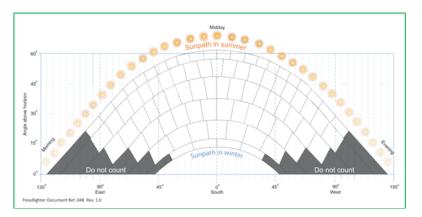
## A - Installation Data

Installed Capacity of the PV System	5.94 kWp
Postcode Region	Zone 1

## **B** - Calculations

Orientation of the PV array - degrees from south Inclination of the array - degrees from horizontal kWh/kWp from table (Kk)
Shade Factor (SF)
Estimated annual output (kWp x Kk x SF)

-35 deg 10 deg 883 kWh/kWp 1.00 5,245 kWh



<sup>&</sup>lt;sup>1</sup> The method is set out in the Guide to the Installation of Photovoltaic Systems, at Section 3.7. The Guide is available on the MCS website









## Predicted System Performance Expectation cont'd

#### Please note:

## Where the shade factor is less than 1

This shade assessment has been undertaken using the standard MCS procedure. It is estimated that this method will yield results within 10% of the actual energy yield for most systems.

## If we have not surveyed your property or worked from a set of plans.

This system performance calculation has been undertaken using estimated values for array orientation, inclination and shading. Actual performance may be significantly lower or higher if the characteristics of the installed system vary from the estimated values.

If we have had to estimate or take remotely any of the factors that affect this estimate, we will carry out a full site survey before installation commences. If the survey results in a lower performance estimate than in this quote, we will issue you with a new quotation and you will have a new Cooling Off Period of seven working days in which to consider it.

## Benefits - Electricity & CO<sub>2</sub> Savings

Proposed System Size 5.94 kWp

Predicted Annual System Output (using standard MCS procedure) 5,245 kWh

## **Energy Savings**

To work out how much you might save, we have estimated how many kWh your system will produce and assumed that you will use 37% at home. [As the system only generates in daylight hours, you can only use its output in daylight hours. If you are not at home much of the day and/or cannot put appliances on timers to run during the day, you may use a smaller proportion of its output, maybe only 35%].

Electricity generated and used on premises (37% x 5,245 kWh x import Tariff @ UK Average £0.164)

## Year 1 Electricity Cost Saving

£317

Your savings from using some of the electricity generated will also increase if electricity prices rise.

## Year 1 Electricity Export Payment (SEG - Smart Export Guarantee Scheme from 1 Jan 2020)

Estimated Solar Electricity exported to the grid (63% x 5,245 kWh @ 5.50 p'kWh)

Year 1 Estimated Total Benefit £499

Annual CO₂ saving 2.72t

## Payback & Return on Investment (ROI)

To estimate how long the system will take to 'pay for itself' ('Payback'), we compare what you pay for the system with our estimate of how much you will save each year. We then factor in annual fuel inflation of 2.90%.

System Cost - Fully installed inc vat	£6,464
Annual Return On Investment (ROI) *	8.9%
Payback Period *	11.2 yrs
Estimated Total value of Electricity Saved over 20 years *	£13,206









## Getting the most out of your Solar PV system

We have estimated your current electricity requirement as 5,500 kWh per year. (Compare this to the average UK household which uses 3,300 kWh of electricity each year, according to latest figures available from energy regulator OFGEM.) You will be able to meet some of this requirement in daylight hours with the electricity generated by your Solar PV system. The more you can use electricity in the daytime, when the system is generating, the more you can save on the electricity you need to buy from your electricity company.

Even if you are not at home during most of the day, you could put your appliances (such as washing machines, driers and dishwashers etc.) on timers to run during daylight hours.

The average washing machine runs through hundreds of cycles a year and even an energy-efficient one uses at least 1 kWh per cycle (source: Energy Saving Trust). So you could save 100s of kWh off your bill by doing your washing in daylight hours. If you have a dishwasher, currently that's likely to be costing you on average between £40 and £47 a year to run depending on how energy efficient it is (source: Energy Saving Trust 2013). So running that in the day whenever you can, will also save you money off your bill.









## Schedule of materials and services to be supplied

Job No: TL3743

Materials & Services	Supplied by Treadlighter	Not included in quote	Comments
Liaise with District Network Operator (DNO) for connection of system to mains network.	✓		
Project management: Liaise with site & other trades	✓		
HSSE co-ordination; preparation of Risk Assessment & Method statement	✓		
Structural engineers report if required	n/a		
Final design, specification and installation works to provide a PV system to Engineering recommendation G98, G99 and "Guide to the Installation of PV Systems" DTI/pub URN 02/788	✓		
Provision of roof mounting system as per our specification	✓		
Safe access, scaffolding & lifting equipment		<b>✓</b>	Scaffolding, Edge Protection & Lifting Gear (as required) provided by the client
Supply and fit PV Panels as per our specification	✓		
Supply and fit A.C. cable to our specification between inverter location and distribution board	✓		
Supply and fit isolators, total generation meter and wired or wireless display as per our specification	✓		A wireless display has been specified; no wiring is required
A.C. testing according to current regulations and Part P if applicable	$\checkmark$		
Waste removal		✓	Use of site facilities
Storage of PV modules, ancillaries & tools	$\checkmark$		
Provision of welfare facilities (minimum of toilet & hand-washing)		✓	Client to provide
Testing & commissioning PV system	$\checkmark$		
Documentation including operation and maintenance manuals	✓		
Contact with electricity company to enable payment on generation & export		✓	Treadlighter will advise and assist upon completion
Provision of warranties to include 2 year Treadlighter workmanship guarantee and manufacturer's warranty on all equipment	✓		
25 year solar module output guarantee	✓		
10 year inverter guarantee	$\checkmark$		









## BEFORE YOU GO AHEAD

Here are some key points you need to be aware of:

**Site survey** This quote is not based upon a survey.

Planning Permission If your property is a listed building or you are in a conservation area you may need

planning permission. Although Treadlighter Ltd is happy to provide advice, you are responsible for contacting your local planning authority to obtain confirmation that

planning permission is not required.

Treadlighter Ltd cannot be held responsible for any installations carried out where planning permission was required but not obtained and we cannot offer refunds in such

cases

**Building Control** If we add the system to an existing electrical installation Treadlighter Ltd will complete

a Building Notice Application and submit it to your local authority building control

service. There is a fee for this, which is included in our quotation.

**Roof Structure** We believe that your roof is suitable for the proposed installation.

You may wish to obtain an independent opinion on the condition of your roof for the

proposed installation and it is recommended that you pay for a Structural Engineers

Report

Insurance It is recommended that you inform your property insurers about the proposed

installation to check whether or not it will increase your buildings insurance premium.

Treadlighter Ltd has appropriate insurance to cover possible third-party damage, which may be caused by any of our activities in supplying a small-scale energy generator to

you. We are insured by SUTTON SPECIALIST RISKS LTD.

Deposit & Advance payments

Treadlighter Ltd requires a deposit payment of a maximum of 25% of the contract price inc vat on confirmation of the order. We may require a further advance payment 14

days prior to installation. We will never ask you for more than 60% up-front including

the deposit.

Your deposit will be insured with QANW DAWWI so that you can get the job completed or your money back if we cannot deliver your equipment because we have gone out of business. Any money you give us up-front will be placed in a separate ring-fenced client account and only transferred to our main business account to pay for goods & services

associated with your contract.

When you confirm the order and we receive your deposit, we will register your name and address and total contract value with the Insurance Scheme Administrator, QANW. You will be sent insurance policy documents directly. A leaflet explaining the scheme is

enclosed. If you are not content for us to register your details in this way, please let us

know.

**Data Protection** Treadlighter Ltd keeps information about you in accordance with data protection

legislation and will not pass information to any third party without your permission.









### Your Installation

#### Timetable for Works

We will agree installation dates with you in writing after the order has been confirmed and we have received your deposit. It usually takes 1-3 days to install a system, including the erection and removal of scaffolding if required. Your installation will usually take place within three weeks of receiving your order, subject to workload and availability of materials.

## Please note:

a) If, due to poor weather conditions, it is unsafe for us to proceed with your installation on the agreed date, we will let you know as far in advance as reasonably possible and advise you of the next available installation date.

b) If you are undertaking building works and your schedule over runs so that our agreed installation date will not be possible, it is your responsibility to provide us with a minimum of two working days notice.

c) We do not normally start any work until the end of your 14 day cooling off period. If you want us to start work sooner for any reason, please be aware that you must ask for this in writing. For more information about your right to cancel the contract please see the "Cooling-off Period and your right to cancel notice contained in this proposal.

## Commissioning the System

We will commission your system in line with MCS Installation standards to ensure that the system is safe, has been installed in accordance with documented procedures and manufacturers requirements and is operating correctly in accordance with the system design.

Following the testing and commissioning of the system, a detailed operating manual will be provided to you within 10 days.

## **MCS Certification**

Upon receipt of final payment, we will register your installation on the MCS Installation database and send you the MCS Certificate.

## After Sales Support & Maintenance

Although Solar PV is a reasonably 'Fit & Forget' technology, certain parts such as the inverter may need servicing or replacement during the lifetime of the panels. Treadlighter Ltd provides optional servicing and/or maintenance contracts at additional cost.

The Treadlighter Domestic Solar PV Service & Maintenance Contract is available at £24.00 per month inc vat. It covers all labour for reactive servicing and parts when under warranty.

Breakdown & fault finding call-outs are charged at £180.00 inc VAT for the first 75 minutes and thereafter at £108.00 inc VAT per hour or by quotation

## Guarantees

Your equipment is guaranteed by its manufacturer as follows:

Solar Panels - Product warranty 12 years, Output Guarantee 25 years Inverter - 10 years Micro-inverter - 20 years

Any products damaged by us during your installation shall be replaced free of charge.

We guarantee our workmanship for 2 years from the installation date and the workmanship warranty is transferable to the new legal owner of the property if it is sold during the warranty period.

As members of the Renewable Energy Consumer Code, we are required to have arrangements in place so that your workmanship warranty from us will still be honoured should be go out of business during the warranty period. You will receive a policy from QANW which gives details of the workmanship warranty insurance.









## ORDER CONFIRMATION

Client	Andy Downs		
Installation address	2 Millfield Lane London N6 6JP		
Job / Ref No:	TL3743	Quotation No:	TL3743/1

## Supply, Install & Certify a 5.94 kWp grid connected Solar Photovoltaic (PV) system

## Equipment

18 Perlight 330 Watt Mono All Black Plus panels

1 Solis 6.00 kW 5G Dual Inverter 10 Yr

1 Solis Data Logging stick -WIFI (WIFI or network data point required)

18 panel K2 flat roof, self-ballasted mounting system

1 OFGEM Approved Single Phase Total Generation Meter

1 Balance of system incl. DC & AC isolators, armoured cable, MC4 connectors, switches

Delivery to site

## Installation

Mechanical & Electrical Installation, Testing, Commissioning, MCS Certification & documentation. Allow 2-3 days

Sub-Total Sub-Total	£ 6,155.77
Vat @ 5%	£ 307.79
Total Payable	£ 6,463.56

## **Payment Terms**

- 1. If the installation date is within 21 days of the Order Confirmation date we require a deposit & initial payment of 50% of the Total.
- 2. Where the installation date is outside the 21 days, payment terms are as follows:

Initial Deposit with Order - 25% of the Total 2<sup>nd</sup> Payment 21 days before installation date - 25% of the Total

Final Payment upon completion of installation

prior to final certification - 50% of the Total

PLEASE NOTE: ALL DEPOSITS AND INITIAL PAYMENTS UP TO 60% OF THE TOTAL CONTRACT VALUE ARE INSURED UNDER 'THE REAL DEPOSIT AND ADVANCE PAYMENT INSURANCE SCHEME'. PLEASE SEE ATTACHED LEAFLET FOR DETAILS.

Method of Payment: Bank Transfers - Account Name: Treadlighter Ltd

Sort Code: 40-05-31 Account No: 21503677

**Cooling Off Period:** After signing this contract you have a period of fourteen days during which you may

cancel the contract without penalty. Cancellation must be made in writing using the attached Cancellation Notice. After this time, cancellation may incur a financial cost.









## ORDER CONFIRMATION

By signing this form, you are confirming the order for the products and installation services specified on the attached quotation. This order will become binding when Treadlighter Ltd notifies you of its acceptance and will be governed by its attached Terms & Conditions of Business.

To proceed with this order please sign, date this form below and return it to Managing Director - Treadlighter Ltd at the above address.

If you prefer you may email your confirmation to guy.hewitt@treadlighter.co.uk.

Customer Name (print)	Customer Signature	Date

Treadlighter Ltd is a member of the Renewable Energy Consumer Code (RECC) and this document is prepared in accordance with it.









## Notice of Right to Cancel the Contract

If you wish to exercise your right to cancel the contract, the Cancellation Notice below should be completed, detached and returned to:

Managing Director, Treadlighter Ltd, 264 Merton Road, Southfields, London, SW15 5JL.

## **Customer Cancellation Rights**

You have the right to cancel this contract if you wish within 14 days of you signing the contract. Cancellation should be communicated in writing to the person shown above.

The Cancellation Notice form overleaf may be used to exercise this right and can be delivered in person or sent by post - in which case you should obtain a Certificate or Posting or Recorded Delivery slip. You are advised to take a copy of the cancellation notice before returning it to Treadlighter Ltd.

## Work begun prior to the expiry of the cancellation period

If you have agreed in writing that work will commence before the 14 day cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out. You are asked to confirm in writing that work may commence before your cancellation period expires. You can use the lower half of the form overleaf to do this.

## **Cancellation Notice**

## Complete, detach and return this portion of the form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To: Managing Director, Treadlighter Ltd, 264 Merton Road, Southfields, London, SW15 5JL.

I/We (delete as appropriate) hereby give notice that I/we wish to cancel my/our contract:

Job Reference:	TL3743
Contract date:	
Name(s):	Andy Downs
Address:	2 Millfield Lane London N6 6JP
Signed:	
Date:	

## Work commencing prior to the expiry of the Cancellation Period

If you wish us to start work before the cancellation period expires, please sign below to confirm this and that you understand that if you subsequently decide to cancel within 14 days, reasonable payment may be due for works already carried out prior to cancellation.

I/We want Treadlighter Ltd to commence work on vexpired. I understand that if I subsequently decide to cancel within 1 that has been done prior to my cancellation.	
Signed	







# TREADLIGHTER

## **CONTRACTUAL TERMS & CONDITIONS OF BUSINESS**

## The Renewable Energy Consumer Code

The aim of the Consumer Code 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 Trading Standards Institute (TSI) as part of a self-regulation initiative: the Consumer Codes Approval Scheme. Members of RECC agree to comply with the Code. See <a href="https://www.recc.org.uk">www.recc.org.uk</a> for more information.

### The Microgeneration Certification Scheme

MCS Membership 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.

## 1. ACCEPTANCE OF PROPOSAL

- 1.1 The Quotation is valid for a period of 30 days from the date indicated. If you wish to proceed then you must sign both copies of this Contract, return one of these to our address and keep one for your records. No Contract is in place until we send an acknowledgement of the order to you.
- 1.2 Please read these terms carefully before signing them. If you need any explanations about them please contact us using the address and telephone number provided.
- 1.3 This agreement is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

Your Right to Cancel (See Section 9 below for more on your cancellation rights)

- 1.4 You have the right to cancel this contract without penalty during the 'cancellation period' without giving any reason. The cancellation period lasts for 14 days after you sign this contract. 1.5 To cancel this contract you must inform us of your decision by a clear statement by letter sent by post or email. Treadlighter Ltd, Unit 2 Rufus Business Centre, Ravensbury Terrace London SW18 4RL, enquiry@treadlighter.co.uk. You can also use the attached cancellation form, but this is not obligatory. Any advance payments you have made will be returned to you. If you want to cancel this contract after the Cancellation Period for any reason then you may have to pay costs and we will retain all or part of your deposit and further advance payments, if made, as a contribution. See paragraph 9.1.1 for more on this.
- 2. Our MAIN OBLIGATION to you is to do the work with all reasonable skill and care according to the standards set by the Microgeneration Certification Scheme (MCS) and according to the timetable set out in the Quote. Under the MCS Scheme, only certified companies caneneter into a contract with a customer for the sale and installation of a system. Our MCS Certification number is: NIC1548.
- 2.1 We agree to carry out the work with all reasonable skill and care in the planning, installation and commissioning of the system described in the Quotation. The goods we supply will be of satisfactory quality; be fit for purpose and operate as we described to you.
- 2.1.1 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

2.2 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 Quotation. Your acceptance of these terms indicates that you agree to proceed using that timetable.

- 2.2.1 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.
- 2.2.2 If such delays occur we will tell you as soon as possible and we will adjust the timetable by written agreement.
- 2.2.3 In the case of severe delays to the delivery of goods then 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, wait for the products you ordered or choose to cancel the contract as detailed in section 9.2 and 9.3 below. This is in line with the Consumer Code and the Supply of Goods Services Act 1982.

### Consequence of Delay

#### Caused by us

- 2.2.4 You will be entitled to compensation of we cause significant or unreasonable delay due to factors within our control.
- 2.2.5 In the case of severe delays to the delivery of goods or installation for reasons that are within our control then you can cancel the contract as detailed in section 9.2 and 9.3 of this contract.

## Caused by you

- 2.2.6 We will seek to accommodate small delays without recourse to compensation.
- 2.2.7 If any delaycaused by you means that we incur extra costs then we will adjust the price accordingly. The hourly and daily costs that result from unexpected work are described in the quote.

## 3. OUR OTHER OBLIGATIONS

- 3.1 We will carry out the work and all communication with you according to the Consumer Code.
- 3.2 We will ensure that the installation complies with the relevant MCS Installer Standard which in this case is MIS3001.
- 3.3 Once the installed system is commissioned we will give you any guarantees, test certificates and other relevant paperwork related to you good and installation. We will aim to give you this when the system is commissioned but certainly no later than fourteen days after commissioning.
- 3.4 We will also give you all of the documentation required as detailed in the appropriate Microgeneration Installation Standard. 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.
- 3.5 The guarantees we give you will cover the goods and installation and will comply with the Consumer Code. We will explain to you the terms of the guarantees both in writing and verbally.
- 3.6 We will ensure that the guarantees will be honoured should we fall into receivership, administration or bankruptcy during the term of the installer's guarantee. Please see Section 8 of this contract for details.









## 4. Your MAIN OBLIGATION to us is to make the payments due to us

The Deposit

- 4.1 You will pay us the deposit specified in the Quotation when you sign this agreement. The deposit shall not amount to more than 25% of the total contract price set out in the Quotation. Should you decide to cancel the contract within the 'Cancellation Period' (see section 1.3 of this Contract) we will return that deposit to you in full.
- 4.1.1 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 payments

- 4.2 The quotation we have given you must explain when invoices will be sent and the amount due for each 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 our quotation. This further advance payment will only be used for work under this contract, for example for purchasing goods.

  -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 Ouotation.
- 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.
- 4.4 If we fall into receivership, administration or bankruptcy your deposit and advance payment, if any, will be protected as detailed in section 8 of this Contract.

## Final Payment

- 4.5 Our invoice, forwarded to you upon receipt of your deposit payment will detail the balance outstanding on the contract price. This will become due only after the installation has been commissioned.
- 4.5.1 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 withhold any amount after the due date because of any alleged defect, then you must give us as much notice as possible and state the reasons you are withholding the payment.

## Consequences of late payment

4.6 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 3% above the base rate set by the Bank of England.

## Late payment of advance or 'interim' payments

- 4.6.1 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.
- 4.6.2 If you are in breach of this 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.
- 4.6.3 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 agree to provide the following for our use free of any charge: water, washing facilities and toilets; electricity supply; adequate storage space, safe and easy access to your property from the public highway; 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 Quotation 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 section 2.2.7 of this Contract will apply.

### Additional charges

5.4 Should you be in breach of conditions set out in 5.1, 5.2 and 5.3 of this Contract 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 section 7 of this Contract will apply.

## 6. CHANGE OF WORK

- 6.1 If, after signing the contract, 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:
- it is technically possible;
- we have the necessary resources;
- the necessary permissions are in place.
- 6.2 If we agree to this change of work you must
- confirm your request in writing; and,
- do so within 14 days of when you first tell us.
- 6.3 We will then adjust the price:
- by written agreement beforehand, if possible; or if not then
- by later written agreement; or if not then
- by referring to any priced documents, if this applies; or if not then
- 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.

## 7. Unexpected work

- 7.1 The Quotation given to you details the hourly or 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 section 6.3 of this Contract will apply.







# TREADLIGHTER

#### 8. DELIVERY, TITLE & RISK AND WORKMANSHIP WARRANTY

- $8.1\ \mbox{We}$  will deliver the goods to the location detailed in the Quotation.
- 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 the installer's guarantee. We may do this through RECC's Deposit and Workmanship Warranty Insurance (DAWWI) scheme or an equivalent scheme.
- 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 Contract.

#### The Client Account

- 8.4 We may place your deposit and advance payment made before the goods have been delivered to your property in a special 'client' or other third party account or use the protected payment scheme which the Code administrator has arranged. This money can only be used for work carried out under this Contract.
- 8.4.1 If we should fall into receivership, administration or bankruptcy then the money in that dedicated bank account (or held within the protected payment scheme) will be returned to you or passed to another supplier who will complete the work.
- 8.5 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.
- 8.6 Goods belonging to us may be delivered to the site. If the contract is terminated early for reasons detailed in section 9.3 of this Contract then, with reasonable notice, you must return and deliver the goods to us. If this happens then we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not return the goods to us, we retain the right to take legal proceedings to recover the goods or their value.
- 8.6.1 If the Contract is terminated early for reasons detailed under section 9.4 of this Contract then, with reasonable notice, you must return and deliver the goods to us. If this happens you may have to pay compensation for reasonable costs or losses reasonably incurred. This may be deducted from any deposit or further advance payment you have already made.
- 8.7 Until ownership of the goods passes to you, you must:
- store the goods separately in such a way that they remain readily identifiable as our property;
- not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; and,
- maintain the goods in a satisfactory condition.

## 9 CONTRACT CANCELLATION

Your rights

- 9.1 Your rights to a cancellation period are detailed in sections 1.4 and 1.5 of this contract.
- 9.1.1 If you cancel this Contract after the period referred to in sections 1.4 of this Contract then you may have to pay compensation for costs or losses reasonably incurred. We will try to keep those costs to a minimum. We have a right to

retain all or part of your deposit and further advance payment, if made, as a contribution.

- 9.1.2 If you want the work to start during the cancellation period referred to in section 1.4 then you must request this in writing and sign the request. If we start the work on the installation and you later decide to cancel the contract within the cancellation period described in section 1.4 then you may be responsible for the costs of the goods and services already supplied and for making good the property.
- 9.2 If there is a serious 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 [Supply of Goods and Services Act 1982].
- 9.3 Additionally, if we are in serious breach of our obligations as detailed in this Contract then you have a right to:
- cancel the contract and receive an appropriate refund; or,
- request a repair or a replacement; or,
- ask for compensation.

You can seek those remedies if what we supply or install is faulty, incorrectly described or not fit for purpose. You cannot seek those remedies if you change your mind about the contract or you decide you no longer want some or all of the components.

## Our rights

- 9.4 If you are in serious 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.
- 9.5 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 MEDIATION AND ARBITRATION

- 10.1 If at any time a dispute arises between you and us that cannot be resolved through our own customer service efforts, both you and we can refer the matter to be handled through RECC's complaints procedure. 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 further information about this service on the RECC website
- www.recc.org.uk/consumers/how-to-complain
- 10.2 Initially the complaint will be allocated to a RECC caseworker, who will mediate between both parties in order to resolve the dispute. Mediation aims to reach a non-legal solution to the dispute in a reasonable timescale. If the mediator recommendations are not acceptable 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 will have to pay a fee directly to the arbitration company but this may be refunded to you if the arbitrator finds in your favour. You can find more information on the RECC website www.recc.org.uk/consumers/independent-arbitration
- 10.3 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.







