TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision by All Solar Works Ltd ("the Company") the supply and installation of solar panels, inverters, batteries, mounting equipment to customers who require any such services to be provided at their home.

These Terms and Conditions apply where the customer is a "Consumer" as defined below.

1. **Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"**Agreed Times**"	means the times which You and We agree for Us to have access to the Property to carry out and complete the Services agreed as specified in the Quotation;
"Business"	means any business, trade, craft or profession carried on by You or any other person/organisation;
"Consumer"	means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Company who receives any Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
"Installation Services"	means the details of installation services to be provided as set out in said Quotation;
"Order"	means Your initial request for Us to provide a Quotation for supply and installation;
"Our Premises"	means Our "business premises" as that expression is defined in the Regulations;
"Personalised Goods"	means Products that are made to Your specifications or are clearly personalised;
"Price"	means the total sum (as shown on invoices issued in accordance with Clause 6 of these Terms and Conditions) that You must pay for the supply and installation;
"Products"	means the products, materials and other items We supply which are required for Supply and Installation as specified in said Quotation;
"Property"	means Your home (as detailed in the Order);
"Quotation"	means the quotation that We give to You, in accordance with Clause 4 and in response to Your Order, detailing the supply and installation We will provide to You and the Price We will charge You for;

"Regulations"	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
"Services"	means the Supply and Installation Services that We are to provide as specified in a copy of an accepted Quotation;
"Start Date"	means the date You and We agree on for Us to start providing the Services;
"Supply Services"	means the details of Product and other supply services to be provided;
"Third Party Contractor"	means any contractor or consultant engaged by Us as Our sub-contractor or agent;
"Visit"	means any occasion, scheduled or otherwise, on which We visit the Property to provide any of the Services;
"We/Us/Our"	means the Company and includes all employees, agents and sub-contractors of the Company;
"You/Your"	means a Consumer who is a customer of the Company;

2. 2. **Information About Us**

2.1 We are a Limited Company.

2.2 We are registered in England under number 11491118.

2.3 Our registered office is at 1 Broadwater Boulevard, Worthing, BN14 8JE.

2.4 Our VAT number is 380114822.

2.5 Certified and approved installers of Fox ESS, Eco Flow, Goodwe, Sigenergy & Tesla.

2.6 NICEIC Approved Installer number is 618578000

2.7 MCS Approved installers number is NIC-601758

2.8 Trust Marked Government endorsed company.

2.9 RECC members for consumer conduct.

3. **Communication and Contact Details**

If You wish to contact Us with questions or complaints, You may contact Us by email at info@allsolarworks.com.

4. **Quotation and Acceptance of Quotation**

4.1 You may enquire about our services via our website, telephone or email.

4.2 Once We have discussed Your requirements with You and obtained any necessary further detail and clarification of any matters from You, We will prepare a Quotation send it to You by email.

4.3 The Quotation will set out the amount of the Quoted Price and the required Deposit.

4.4 You may accept a Quotation by email within 30 days after the date when We issue the Quotation.

4.5 Acceptance of the Quote together with payment of any required Deposit confirms the contract between You and Us.

5. **Deposit**

5.1 A deposit of 10% is required to begin the G99 Application which is deducted from the quoted total.

5.2 Acceptance of a Quotation will only be valid once We receive the Deposit in full.

5.3 The Deposit is non-refundable except as set out in Clauses 13, 14 and 15.

6. Payment of Price and VAT

6.1 The Quoted Price for any particular Services will be the Price payable for those Services as shown in the accepted Quotation for those Services.

6.2 The Quoted Price is inclusive of any VAT chargeable. If the rate of any such VAT changes before You accept the Quotation, We will adjust the amount of VAT that You must pay.

6.3 50% payment of the total quoted will be due before the first day of works is completed and the team have begun works.

6.4 20% of the total amount quoted will be due upon completion when the system is up and running.

6.5 The final 20% will be due immediately after the handover pack has been received from Us.

6.6 We will invoice the Deposit when We receive Your acceptance of the Quotation, and We will invoice thereafter at the stages set out in the Quotation.

6.7 You must pay any invoice on or before the due date as specified within said invoice.

6.8 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 8% above the base rate of Bank of England from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.

6.9 Where You dispute an invoice in good faith in accordance with sub-Clause 6.10 below, We will not charge interest on the sum properly withheld under that sub-Clause while the dispute remains ongoing.

6.10 Where You believe that any element of the Services or Products is defective, incomplete, or otherwise gives rise to a genuine dispute, You may withhold payment of up to £500 of the relevant invoice pending resolution of that dispute, provided that You notify Us in writing of the dispute and the reasons for withholding payment promptly and in any event within 14 days of the invoice date. Except as set out in this sub-Clause, You must not withhold payment of any part of an invoice.

6.11 You must pay the remainder of any invoice (i.e. any amount above the £500 referred to in sub-Clause 6.10) by the due date in accordance with sub-Clause 6.7, notwithstanding the existence of a dispute. Any sum withheld in excess of £500 will be treated as a late payment and interest will accrue on that excess in accordance with sub-Clause 6.8.

6.12 Nothing in sub-Clauses 6.10 or 6.11 removes, limits, or restricts any of Your statutory rights under Clause 8.5, the Consumer Rights Act 2015, or any other consumer protection legislation, including Your right to a price reduction or refund where the Services have not been performed with reasonable care and skill.

7. The Services

7.1 We will provide the Services in accordance with the specification set out in the accepted Quotation.

7.2 We will ensure that the Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

7.3 We will ensure that We comply with all relevant codes of practice and statutory or regulatory requirements.

7.4 We will at all times hold a valid employer and public liability insurance policy and will hold and keep up to date any and all licences or permits as may be required in order to provide the Services.

8. Problems with the Services, Warranty, and Your Consumer Rights

8.1 Our solar panels come with a 25-year product and 30-year performance manufacturer warranty.

8.2 Our battery and inverters come with a 10-15 year manufacturer warranty depending on which manufacturer has been quoted.

8.3 We provide a 10-year workmanship on the installation carried out by Us.

8.4 We will not charge You for remedying problems under this Clause 8 where the problems have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work. If We determine that a problem has been caused by a Third Party Contractor, We will not carry out any remedial work and instead will inform You of the problem which You may then follow up with the Third Party Contractor in question.

8.5 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Services), You have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

9. Your Obligations

9.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You are responsible for obtaining them and You warrant that You have applied for and obtained all such consents, licences or other permissions before We contract with You for the Services.

9.2 You may either give Us a set of keys to the Property or be present at the Agreed Times to give Us access. We promise that all keys will be kept safely and securely by Us.

9.3 Installation will be carried out by our qualified technicians at a mutually agreed date and time. You must ensure access to the property and provide the necessary permissions for the installation to take place.

9.4 You must give Us at least 48 hours notice if You do not require Us to provide the Services on a particular day or at a particular time. We will not invoice You for cancelled Visits provided such notice is given. If less than 48 hours notice is given, cancellation charges may apply. We shall confirm these charges to You and an invoice shall be issued.

10. Complaints and Feedback

10.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

10.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us by email info@allsolarworks.com.

11. Changing the Start Date

If You ask Us to change the Start Date:

We will where reasonably possible, agree a revised Start date with you;

If it is not possible to agree a revised start date either You or We may terminate this Agreement.

12. Cancellation of Contract During the Cooling Off Period

12.1 Where the Agreement is not made on Our Premises, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us (i.e. the Agreement) has been made, and it ends:

12.1.1 in relation to Products, 14 calendar days after the Products have been delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that You receive the final instalment;

12.1.2 in relation to Services, at the end of 14 calendar days after the date on which the Agreement was made.

This right will not apply to Personalised Goods or Inseparably Mixed Goods.

12.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (by email to the email address specified in these Terms and Conditions).

12.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.

12.4 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in respect of the Agreement.

12.5 If You exercise the right to cancel in relation to Products:

12.5.1 We will issue a refund within 14 calendar days and in any event no later than 14 calendar days after We receive the returned Products, and the refund will include standard delivery charges;

12.5.2 You must return the Products to Us within 14 calendar days of the day on which You inform Us that You wish to return the Products. You must pay return shipment costs if Products are returned under this Clause 12;

12.5.3 We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by You.

12.6 If the Start Date falls within the cooling off period, You must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. We shall provide you with a Waiver Form which waives your rights to the 14 day cooling off period. By making such a request, You acknowledge and agree to the following:

12.6.1 If the Services are completed within the 14 day cooling off period, You will lose the right to cancel once the Services are completed;

12.6.2 If You cancel the Agreement after provision of the Services has begun, You will be required to pay for the Services supplied up until the point at which You inform Us of Your wish to cancel;

12.6.3 The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis.

12.7 Clauses 13 and 14 apply to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

13. **Cancellation Before the Start Date**

13.1 In addition to Your rights in Clause 12 relating to the cooling off period**,** You may terminate the Agreement (i.e. cancel the Services) at any time before the Start Date as follows:

14.1.1 If You cancel the Services more than 7 days before the Start Date We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.

14.1.2 If You cancel the Services less than 7 days before the Start Date We will retain from the Deposit a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more

than the amount of the Deposit, We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.

13.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of a Force Majeure event (i.e. an event outside of Our reasonable control) as to which see Clause 16. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

14. Termination

14.1 You may terminate the Agreement with immediate effect by giving Us written notice if:

14.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 28 days of You asking Us in writing to do so;

14.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;

14.1.3 You and We have been unable to agree a revised Start Date under Clause 11 or You elect to terminate the Agreement under Clause 11;

14.1.4 We are unable to provide the Services due to a Force Majeure event (i.e. an event outside of Our reasonable control) as to which see Clause 16.

14.2 We may terminate the Agreement with immediate effect by giving You written notice if:

14.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.6);

14.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 14 days of Us asking You in writing to do so; or

14.2.3 You and We have been unable to agree a revised Start Date under Clause 11;

14.3 For the purposes of this Clause 14, a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

14.4 If at the termination date:

14.4.1 We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

15. Effects of Termination

If the Agreement is terminated for any reason:

15.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

15.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exists at or before the date of termination.

16. Events Outside of Our Reasonable Control (Force Majeure)

We will not be liable for any failure or delay in performing Our obligations under the Agreement where the failure or delay results from any cause that is beyond Our reasonable control ("Force Majeure"). Such Force Majeure causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic, or other natural disaster, or any other similar or dissimilar event that is beyond Our reasonable control.

17. Liability and Consumer Rights

17.1 We will maintain suitable and valid insurance including public liability insurance.

17.2 Subject to the following provisions of this Clause 17, We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of the Agreement or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

17.3 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your Property that We may discover while providing the Services.

17.4 We provide Services for domestic and private purposes only. We make no warranty or representation that any Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

17.5 Whilst We aim to provide the Services to You according to the timetable specified in by Us, dates and timeframes for carrying out the Services are provided for guidance only and We do not guarantee that the Services will be performed or completed by or within those or any other dates or timeframes. For the purposes of the Agreement, time shall not be of the essence and We will not be liable for any loss or damage You suffer as a result of the delivery of any of the Services being delayed or postponed for any reason.

17.6 We will not be liable for any accommodation costs, costs of storage of any domestic equipment or other items, or any other expenses You suffer arising from provision of the Services.

17.7 We will not be liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us.

17.8 As a "consumer" as defined by the Consumer Rights Act 2015, or as a consumer for the purposes of any other consumer protection legislation, nothing in this Clause 17 or in any other provisions of the Agreement is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under the Consumer Rights Act 2015; the Consumer Protection Act 1987; or any other consumer protection legislation, as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

18. How We Use Your Personal Information (Data Protection)

18.1 We will only use Your personal data as set out in Our Privacy Policy available from https://allsolarworks.com/privacy-policy/.

18.2 We may take photographs and/or video recordings of the Services being carried out at the Property for record-keeping, quality control, and training purposes.

18.3 Such photographs and/or video recordings may also be used by Us for marketing and promotional purposes, including on Our website and social media platforms.

18.4 We will use reasonable endeavours to ensure that no personal data (including identifiable images of individuals, personal belongings, or sensitive information) is captured or published without consent.

18.5 If You do not wish for photographs or video recordings of the Services at Your Property to be used for marketing or promotional purposes, You must notify Us in writing by email prior to the commencement of the Services.

19. **Law and Jurisdiction**

19.1 These Terms and Conditions, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

19.2 As a consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces Your rights as a consumer to rely on those provisions.

19.3 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.

20. **SERVICE PROVISIONS & LIMITATIONS OF LIABILITY**

1. Lifetime Remote Monitoring Service

All Solar Works agrees to provide lifetime remote monitoring of the Customer's solar installation, which includes system performance oversight, online connectivity management, firmware updates, performance optimisation, and battery control set-up management (where applicable). This service is provided at no additional cost for the duration of the Customer's ownership of the installation.

This service is dependent upon the continued availability of third-party manufacturer monitoring platforms, software, and telecommunications infrastructure. All Solar Works shall not be held liable for any interruption, degradation, or permanent cessation of the remote monitoring service where such disruption arises from, but is not limited to:

- Discontinuation, insolvency, or cessation of trading by the equipment manufacturer or monitoring platform provider;
- Changes to manufacturer software, APIs, or monitoring systems outside of All Solar Works' control;
- Failure of third-party telecommunications networks or internet connectivity at the Customer's property.

In the event that a manufacturer or monitoring platform ceases to operate or withdraws support, All Solar Works will make reasonable efforts to notify the Customer and, where commercially viable, transition to an alternative monitoring solution. However, All Solar Works reserves the right to terminate the remote monitoring service without liability where continuation is no longer reasonably practicable. Any replacement monitoring service, if offered, may be subject to separate terms and charges.

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2. Unlimited Call Outs & Repairs

All Solar Works agrees to provide unlimited call outs and remedial repairs at no additional labour cost to the Customer during the applicable warranty period(s) of the installed equipment. This provision applies solely to faults and failures covered under the manufacturer's product warranty and does not extend to damage caused by misuse, accidental damage, third-party interference, acts of God, or any modification to the installation not carried out by All Solar Works.

Call outs relating to issues outside of warranty coverage will be chargeable at All Solar Works' standard rates, of which the Customer will be informed prior to works being carried out.

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3. Warranty Claim Support (30 Years)

All Solar Works agrees to act as the Customer's representative in submitting warranty claims to equipment manufacturers for replacement parts and associated labour costs, in respect of faulty or

underperforming equipment, for a period of 30 years from the date of installation ("the Support Period").

This service is provided on the express condition that the relevant manufacturer's warranty remains valid and enforceable. All Solar Works shall not be held liable where:

- A manufacturer has ceased trading, entered administration, or is otherwise unable to fulfil warranty obligations;
- A manufacturer declines a warranty claim on grounds outside of All Solar Works' control, including but not limited to product misuse, improper maintenance, or expiry of the manufacturer's own warranty terms;
- Parts are discontinued, unavailable, or no longer manufactured.

Where a manufacturer is unable to fulfil a warranty obligation, All Solar Works' liability under this clause shall be limited to reasonable support in identifying an alternative resolution and shall not extend to funding replacement parts or labour from its own resources.

All Solar Works will maintain reasonable records of installed equipment to assist with warranty claims throughout the Support Period, subject to the continued availability of manufacturer records and registration systems.

General Limitation

Nothing in these clauses shall limit All Solar Works' liability for death, personal injury, or fraud caused by its own negligence. These service provisions are offered in addition to the Customer's statutory rights, which remain unaffected.

Name:

Signature:

Date: