



Terms & Conditions

Residential



Helping you save money & the environment with **energy technology**



Residential Terms and Conditions

EvoEnergy Ltd

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In this document:

'You' or 'Your' shall refer to the **customer**
'Us', 'We' or 'Our' shall refer to **EvoEnergy**

The definitions to the terms in this document are set out at clause 24.

1. Our contract with You

- 1.1 [a] These are the Terms on which We supply the Goods and Services to You.
- [b] Please ensure that You read these Terms carefully, and check that the details on the order and in these Terms are complete and accurate, before You sign and submit the Order. If You think that there is a mistake, please contact Us to discuss, and please make sure that You ask Us to confirm any changes in writing to avoid any confusion between You and Us.
- [c] We consider that these Terms and the Order constitute the whole agreement between You and Us.
- 1.2 Any samples, drawings, or advertising We issue, and any illustrations contained in our catalogues or brochures, are produced solely to provide You with an approximate idea of the Goods they describe.
- 1.3 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.
- 1.4 Our acceptance of the Order will take place as described in 1.6. An Order will be deemed as accepted once We have issued an invoice for the Deposit. If We are unable to supply You with the Goods and Services We will inform you of this in writing and We will not process the Order.
- 1.5 These Terms shall become binding on You and Us when we issue You with a deposit invoice ["the Order Confirmation"] at which point a contract shall come into existence between Us.
- 1.6 Any quotation for the Goods is given on the basis that a binding contract shall only come into existence in accordance with this clause 1. A quotation shall be valid for a period of 30 calendar days from its date of issue, unless We notify You in writing that We have withdrawn it during this period.

2. Amending the terms

- 2.1 We have the right to revise and amend these Terms from time to time including to reflect changes in market conditions affecting Our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in Our system's capabilities. You will be subject to the policies and terms in force at the time that You order the Goods from Us, unless any change to those policies or these Terms is required by law or government or regulatory authority [in which case, it will apply to orders You have previously placed that We have not yet fulfilled].



3. Goods Warranty

- 3.1 We warrant that on Installation, to the best of our knowledge (based upon our visual inspection of the Goods and the routine tests we carry out as part of the Installation), the Goods shall:
- [a] conform in all material respects with the manufacturer's specification;
 - [b] be of satisfactory quality;
 - [c] be fit for any purpose We say the Goods are fit for or for any reasonable purpose for which You Use the Goods;
 - [d] be free from material defects in design, material and workmanship; and
 - [e] comply with all applicable statutory and regulatory requirements
- 3.2 We will also transfer to you, wherever possible, the manufacturers' warranties in relation to the Goods and the right to make claims under them.
- 3.3 We warrant that all of the Goods installed are MCS approved and all inverters are G83 compliant.
- 3.4 Please note that none of the above warranties will apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by You or any third party, if You Use the Goods in a way that We do not recommend, Your failure to follow our instructions, or any alteration or repair You carry out without our prior written approval.
- 3.5 The above warranties are in addition to Your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Further, the warranties will apply to any repaired or replacement Goods We supply to You in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.

4. Defective goods and returns

- 4.1 In the unlikely event that the Goods do not conform to the relevant standards as set out in clause 3 during the Goods Warranty Period, You must let Us know as soon as possible, and where the Goods were supplied with the benefit of a manufacturer's warranty, We will provide You with reasonable assistance in making a claim under it. In any other case, however, We will inspect the Goods on a date agreed between Us and You and, if We establish that the Goods do not conform with the relevant standards in clause 3.1 or The Sale of Goods Act [1979], We will::
- [a] replace the Goods; or
 - [b] repair the Goods; or
 - [c] if We are unable to either repair the Goods or replace them with an identical model, we will replace the Goods with an equivalent product.
- 4.2 These Terms will apply to any repaired or replacement Goods We supply to You.



5. Installation Warranty

- 5.1 We will install the Goods in accordance with the Final Quote and the Timetable, subject to any amendments made in accordance with the Terms [“the Installation”].
- 5.2 We aim to complete the Installation on time. However, there may be delays due to an Event Outside Our Control. See clause 19 for Our responsibilities when an Event Outside Our Control happens.
- 5.3 We may have to suspend the Installation if We have to deal with technical problems, or to make improvements or additions agreed between You and Us in writing to the Installation. We will contact You to let You know in advance where this occurs, unless the problem is urgent or in an emergency. This does not affect Your obligation to pay for any invoices We have already sent You except if the Installation is suspended for more than 30 days at which time you may cancel this Agreement in accordance with clause 14.2.
- 5.4 We Warrant that for a period of 2 years following the Installation [“the Installation Warranty Period”] all works carried out by Us will be of satisfactory quality.
- 5.5 This warranty does not apply to any defect in the Installation arising from fair wear and tear, wilful damage, accident, negligence by You or any third party, if You Use the Goods in a way that We do not recommend, contrary to any guidance supplied by the manufacturer, Your failure to follow our instructions, or any alteration or repair You carry out without our prior written approval.
- 5.6 This warranty is in addition to Your legal rights in relation to the Installation which is faulty or which otherwise do not conform with these Terms.
- 5.7 In the unlikely event that the Installation is not carried out with reasonable skill and care you must let Us know as soon as possible. We will inspect the Installation works on a date agreed between Us and once We have confirmed that the problems identified with the Installation are due to a lack of reasonable skill and care by Us, We will repair the Installation Works. You will not have to pay us to repair the Installation works if carried out in accordance with this clause 5.7.

6. Title and risk

- 6.1 The Goods will be Your responsibility from the time of Installation
- 6.2 Ownership of the Goods will only pass to You when We receive payment in full of all sums due under the these Terms.

7. The SAP package

- 7.1 We calculate the future performance of your installation and this is displayed on Your Final Quote, using the relevant Government Standard Assessment Procedure [SAP] methodology. This calculation forms the basis of your SAP Package.



- 7.2 The SAP Package covers installations in mainland England and Wales. Scotland installations are excluded.
- 7.3 We will provide the SAP Package in accordance with the Final Quote for a period of 5 years.
- 7.4 Subject to the conditions in this clause 7 We will:
- [a] Guarantee the SAP Performance
- 7.5 The SAP Performance Guarantee:
- [a] For a period of 5 years We guarantee that the System's mean annual energy generation will reach at least 97% of the SAP estimated output as shown in the Final Quote.
 - [b] Where the guaranteed performance level set out in clause 7.5[a] is not met, We will make a compensation payment to You for the sum of the difference between the Achieved ROI and Final Quote ROI.
 - [c] This warranty does not apply to any failure to reach the Guaranteed Performance that arises directly or indirectly from any act by You or a third party or if the System is used in a way that We do not recommend, You fail to follow our instructions, You carry out any alteration or repair without Our prior written approval or an event set out in clause 21[Events Outside Our Control] occurs.
- 7.6 We may offer You an option to renew your SAP Performance Guarantee at the end of the 5 year period, but are under no obligation to do so.

8. Planning

- 8.1 You must obtain all relevant permissions [including 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.
- 8.2 We will not be responsible for any costs incurred resulting from failure to obtain any required planning permissions.

9. Your obligations

- 9.1 You must agree to provide the following for Our use free of any charge:
- [a] water, washing facilities and toilets;
 - [b] electricity supply;
 - [c] adequate storage space;
 - [d] safe and easy access to Your property from the public highway;
 - [e] easy access to the location within the property where the installation is to take place by removing all belongings.



9.2 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.

10. Changes to design & equipment

10.1 Where We need to make substantial changes to the Order or to the panel layout from the plans shown on the Final Quote We will inform You of the change and You will have the option to:

- [a] accept the changes; or
- [b] cancel the Order and receive a full refund of any monies paid minus reasonable costs that have been incurred by Us in order to fulfil the Order until the date we receive the cancellation.

10.2 Where panel layouts are based on drawings or plans supplied by You and, as a result of inaccuracies in those drawings or plans, the Goods cannot be installed in accordance with the plans attached to the Final Quote, You will be responsible for all reasonable additional costs incurred by Us in relation to the Order.

10.3 Where any of the Goods listed in the Final Quote are unavailable at the Installation Date, We will where possible offer a suitable alternative and will alter the price of the Final Quote in accordance with any change in value of the Goods. Where We do this You may:

- [a] re-arrange the date of Installation and wait for the original Goods to become available; or
- [b] accept the substituted Goods; or
- [c] cancel the Order and receive a full refund of any monies paid.

11. Communication devices

11.1 Goods that we install may interface with Customer owned equipment such as computers or mobile devices. We are not responsible for compatibility between Your equipment and the Goods installed.

11.2 We will attempt to connect any of the Goods that require protocols such as a Bluetooth, Zigbee or IP or similar connection to operate [“the Communication Devices”] as part of our standard Installation process.

11.3 Where there are issues with the connection on any Communications Devices due to the distance of the connection or the construction of Your property:

- [a] We reserve the right to charge reasonable additional amounts to remedy connection problems; or
- [b] You can return the Bluetooth Devices to us and we will provide you with a full refund



11.4 We may provide software support in relation to any of the Bluetooth Devices, but are under no obligation to do so.

12. Timetable

12.1 We will agree an intended installation date with You [“the Proposed Installation Date”] but this date will be changeable dependent on the:

- [a] Obtaining the appropriate grid-connection permissions required from the Distribution Network Operator;
- [b] availability of Our staff and any third party contractors; and
- [c] availability of the Goods.

12.2 Once We have confirmed a final date for Installation You will be able to change this date without recourse to additional expenditure where You provide us with 7 working days’ notice before the final date of Installation. Where such notice is not provided We reserve the right to charge any additional costs reasonably incurred

13. Price and payment

13.1 The price of the Goods and Installation will be as set out in the Final Quote subject to any additional payments that become due in accordance with these Terms.

13.2 The prices in the Final Quote include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, We will adjust the VAT You pay, unless You have already paid for the Goods in full before the change in the rate of VAT takes effect.

13.3 You will pay Us the deposit amount specified in the Order Confirmation within 7 days of receipt of the Order Confirmation.

13.4 On completion of the Installation:

- [a] We will issue You with a final invoice for the amount of the balance outstanding on the Final Quote and any additional payments due in accordance with these Terms [“the Final Invoice”].
- [b] You will pay Us the amount specified in the Final Invoice within 7 days of receipt of that Final Invoice [“the Final Payment”]

13.5 Any payments made by credit card or AMEX will be subject to a 3% surcharge on the payment amount.

13.6 Consequences of late payment:

- [a] If You fail to pay the amount specified in any invoice by the due date then We may charge interest until the full amount is paid. The interest rate will be 3% above the base rate set by the Bank of England.



- [b] Clause 13.6[a] shall not apply for the period a of dispute if You dispute the payment owing in good faith and let Us know promptly after You have received the invoice that You dispute it

14. Cancellation

- 14.1 You may cancel the Order and receive a full refund of Your Deposit [provided work has not started] by sending Written Notice no later than 7 working days beginning the day after receipt of the Order Confirmation.
- 14.2 You may at any time after Installation has begun but not finished amend or cancel an Order by providing Us with Written Notice. If You amend or cancel an Order in accordance with clause 14.2, Your liability to Us shall be limited to payment to Us of all costs We reasonably incur in fulfilling the Order until the date that We receive Your amendment or cancellation, except that where the amendment or cancellation results from our failure to comply with these Terms You shall have no liability to Us for it.
- 14.3 We reserve the right to cancel the Installation when:
 - [a] A significant amount of unexpected work arises
 - [b] It is deemed by Us that a health and safety risk is present
- 14.4 Where We cancel the Installation in accordance with 14.3 You will be entitled to a full refund of Your deposit.

15. Energy Performance Certificate

- 15.1 If requested by You, We will carry out an Energy Performance Survey.
- 15.2 The Energy Performance Certificate will be provided to You within 5 days of receipt by Us of the Final Payment.
- 15.3 Where an Energy Performance Certificate is provided other than by Us We are not responsible for its results or production and can accept no responsibility for any failure to register the System for the Feed-in Tariff due to the results produced in that certificate.

16. MCS Certificate

- 16.1 We will provide You with Your MCS certificate within 5 days of receipt by Us of the Final Payment or in accordance with any other timescale agreed between You and Us and confirmed in writing.
- 16.2 We will not be responsible for any loss of Feed-in Tariff payments where We meet the timescale as set out in clause 16.1.



17. The feed-in tariff

17.1 We are not responsible for Your registration with the Feed-in Tariff scheme or for any failure to successfully apply for this Scheme where We have acted in accordance with these Terms.

18. Our liability to You

18.1 We will make good any damage to Your property caused by Us in the course of the Installation. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover in the course of installation by Us.

18.2 We do not exclude or limit in any way Our liability for:

- [a] death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- [b] fraud or fraudulent misrepresentation;
- [c] breach of the terms implied by section 12 of the Sale of Goods Act 1979 [title and quiet possession];
- [d] breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 [description, satisfactory quality, fitness for purpose and samples]; and
- [e] defective products under the Consumer Protection Act 1987.

19. Events outside of our control

19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control [a "Force Majeure Event"].

19.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular [without limitation], the following:

- [a] unavailability of the Goods or equipment necessary for Installation from Our suppliers
- [b] strikes, lock-outs or other industrial action;
- [c] civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war [whether declared or not] or threat or preparation for war;
- [d] fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- [e] impossibility of the Use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- [f] impossibility of the Use of public or private telecommunications networks;
- [g] the acts, decrees, legislation, regulations or restrictions of any government;
- [h] pandemic or epidemic;



(i) weather conditions that in Our reasonable opinion will make the Installation unsafe

19.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and We will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

20. Transfer of rights and obligations

20.1 In the event that You sell Your property which has the Goods installed You may transfer Your rights and obligations under these Terms to the new owner/s of the property provided that You provide the details of the sale of Your property within 90 days of completion of the sale.

21. Notices and communications

21.1 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing [for example, to cancel the contract], You can send this to Us by e-mail at installationsadmin@evoenergy.co.uk or by hand or by pre-paid post to EvoEnergy at 27 Eldon Business Park, Nottingham, Nottinghamshire NG9 6DZ OR We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in the Order.

22. General

22.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

22.2 If We fail, at any time while these Terms are in force, to insist that You perform any of Your obligations under these Terms, or if We do not exercise any of our rights or remedies under these Terms, that will not mean that We have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If We do waive a default by You, that will not mean that We will automatically waive any subsequent default by You. No waiver by Us of any of these Terms shall be effective unless We expressly say that it is a waiver and We tell You so in writing.

22.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts [Rights of Third Parties] Act 1999 except as set out in clause 20.1.

22.4 These Terms shall be governed by English law and We both agree to the non-exclusive jurisdiction of the English courts.



23. Interpretation

23.1 The definitions in this clause apply in the terms and conditions set out in this document:

Final Quote: Means the design, cost breakdown and explanation documents attached with these Terms subject to any amendments made with Your and Our agreement in accordance with these Terms.

Final Quote ROI: means the predicted return on investment for year 1 set out in the Final Quote. This is calculated using the relevant Government Standard Assessment Procedure [SAP] methodology against the initial costs as shown in the Final Quote.

Achieved ROI: means the return on investment calculated using the mean annual energy generation over the first 5 years of system operation against the initial cost as shown in the Final Quote.

Deposit: means the deposit amount specified in the Order Confirmation.

Energy Performance Certificate: means the certificate demonstrating the results of the Energy Performance Survey.

Energy Performance Survey: means a survey carried out to assess the energy performance rating of a building.

Event Outside Our Control: means a Force Majeure event in accordance with clause 19.

Feed-in Tariff: means the government backed scheme which gives financial rewards to households who generate their own renewable electricity, introduced under powers in the Energy Act 2008.

Feed-in Tariff Payment: means payments made under the Feed-in Tariff.

Final Payment: shall have the meaning set out in clause 13.4(b)

Goods: the products that We are selling to You as set out in the Final Quote.

Installation: Shall have the meaning set out in clause 5.1

Order: Your order for the Goods and Installation

Order Confirmation: shall have the meaning set out in clause 1.6

Renewable Heat Incentive: means the government backed scheme which gives financial rewards to households who generate their own renewable heat, introduced under powers in the Energy Act 2008. **Renewable Heat Incentive Payment:** means payments made under the Renewable Heat Incentive

SAP: The Standard Assessment Procedure [SAP], [2009] is the UK Government's recommended method for estimating energy generation from photovoltaic systems.



SAP Package: means the services offered in accordance with clause 7.2

Services: the installation of the Goods

System: means the Solar Photovoltaics system installed in accordance with the Order

Terms: the terms and conditions set out in this document.

Timetable: shall have the meaning set out in clause 12

Written Notice: shall have the meaning set out in clause 21

Yearly Portal Fees: shall have the meaning set out in clause 7.3

23.2 The following provisions will apply to the interpretation and construction of this Agreement;

- [a] a person includes a natural person, corporate or unincorporated body [whether or not having separate legal personality];
- [b] a reference to a party includes its personal representatives, successors or permitted assigns;
- [c] a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- [d] any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- [e] a reference to writing or written includes faxes and e-mails



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