

ACCEPTANCE, TERMS & CONDITIONS

This contract complies with our obligations as members of both the Renewable Energy Consumer Code (RECC) and the Microgeneration Certification Scheme (MCS).

1. ACCEPTANCE OF PROPOSAL

1.1 The Proposal is valid for a period of 14 days from the date indicated. If you wish to proceed, you must sign the order acceptance form and return this to us.

1.2 Please read these terms carefully before signing them. If you need any explanations, of any part, please contact us in writing at info@clear-sky-energy.co.uk or 68 Meadow Drive, Lindfield, Haywards Heath, West Sussex, RH16 2RR or by telephone on 0845 805 2246.

1.3 This agreement is governed by the law and the courts prevailing where your property is located.

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

1.4 You have the right to cancel this contract during the 'cancellation period' without giving any reason. The cancellation period lasts 14 days and you can also cancel the contract without penalty before any of the goods are delivered.

1.5 To cancel this contract you must inform us of your decision with a clear statement by letter sent by post, which requires a proof of delivery to Clear Sky Energy Limited, 68 Meadow Drive, Lindfield, Haywards Heath, West Sussex, RH16 2RR or email to info@clear-sky-energy.co.uk. You can also use the attached cancellation form, but this is not obligatory. Any advanced payments you have made will be returned to you, should you choose to cancel your order in the allotted time period. If you want to cancel this contract after the Cancellation Period, for any reason, then you may have to pay costs and we may retain all or part of your deposit and further advanced

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). Under the MCS scheme, only certified companies can enter into a contract with a customer for the sale and installation of a system. Our MCS Certification number is NAP/20111 and we are registered with NAPIT.

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 Proposal. 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 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 proposal.

2.2.1 We will make every effort to complete the work by the time agreed upon. You must appreciate, however, that sometimes delays may occur for reasons beyond our control. Such reasons may include, for example, severe weather, supply of materials and delivery of goods. 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 consensual agreement of both parties.

2.2.3 In the case of severe delays to the delivery of goods, 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 and Services Act 1982. Consequence of delay Consequence of delay caused by us.

2.2.4 You will be entitled to compensation if 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, you can cancel the contract as detailed in section 9.2 and 9.3 of this Contract.

Consequences of delay caused by you

2.2.6 We will seek to accommodate small delays without recourse to compensation.

2.2.7 If any delay caused by you means that we incur extra costs then we will adjust the price accordingly. The hourly and daily costs that result from any unexpected work are described above.

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 MIS 3002.

3.3 Once the installed system is commissioned, we will give to you any guarantees, test certificates, and other relevant paperwork related to your goods and installation. We will aim to give you this when the system is commissioned, but certainly no later than ten days after commissioning.

3.4 We will also give you all of the documentation required as detailed in the appropriate Microgeneration Installation 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 under the terms of this agreement.

The Deposit

4.1 You will pay us the deposit specified in the proposal when you sign this agreement. The deposit cannot be more than 25% of the total contract price set out in the proposal. 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 Proposal we have given to you must explain when the invoices will be sent as well as the amount due for each payment.

4.3 We may require you to pay a further advance payment no more than 14 days before the agreed delivery or installation date, but only if this is explained to you in your proposal.

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 proposal.

- 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 payment, if any, will be protected as detailed in section 8 of this contract.

Final Payment

4.5 We will issue you an invoice for 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, you shall not be entitled to withhold more than a proportionate amount of the sum due. If you do withhold any amount after the due date because of any alleged minor defect, then you must give us as much notice as possible and state the reasons you are withholding the payment.

4.5.2 Final payment is due on satisfactory completion of the job and within 14 days of our invoice.

Consequences of late payment

4.6 If you fail to pay the amount specified in an invoice by the due date, 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, 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. If you fail to do 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 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 proposal 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 clause 2.2.7 of this contract will apply.

Additional charges

5.4 Should you be in breach of conditions set out in 4.1, 4.2 and 4.3 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 (below) of this Contract will apply.

5.5. It is the Consumers responsibility to notify the company of asbestos that may be on site which could affect the work that is carried out. An asbestos survey may be required and any subsequent work required completed, before the commencement of work (this is the responsibility of the Consumer). If asbestos in any form is suspected during the installation / works, work will be halted immediately and not restarted until suitable and sufficient tests have been carried out, and if asbestos is present, it will be removed by a licensed Contractor (this is the responsibility of the Consumer).

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 proposal given to you details the daily costs that would result from any unexpected work due to site conditions or special circumstances beyond our control.

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.

8. DELIVERY, TITLE AND RISK, and WORKMANSHIP WARRANTY

8.1 We will deliver the goods to the location detailed in the proposal.

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.

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 we may 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. When we store the goods, 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 (e.g a letter or email), we have enclosed a form with this contract which can be used for your convenience. 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, you may be responsible for the costs of the goods and services already supplied and for making good on the property.

9.2 If there is a serious delay to the delivery of goods or installation for reasons that are outside your control, or the system is majorly differs from the original system design 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 amicably, both you and we can refer the matter to be handled through RECC complaints procedure. We must agree to follow this procedure if that is your wish. The RECC complaints procedure is set out in section 9 of the Consumer Code (www.recc.org.uk).

10.2 Initially, the complaint will be allocated to a RECC caseworker, who will mediate between both parties in order to resolve the dispute. Alternatively, the complaint will be referred to independent conciliation. Both mediation and conciliation aim to reach a nonlegal solution to the dispute in a reasonable timescale.

10.3 If the mediator or conciliator recommendations are not acceptable for any reason, you can refer the matter to the independent arbitration service and we must agree to arbitration if that is your wish. You will have to pay a fee equivalent to the County Court small claims procedure fee. The fee is payable directly to the arbitration company and will be refunded to you if the arbitrator finds in your favour.

10.4 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.

Our Warranty

The Warranty sets out the terms upon which Clear Sky Energy Limited t/a Clear Sky Energy offers warranty cover for the products supplied by it to its Customers, and for the installation services provided by us and our installers. Terms defined in which Clear Sky Energy Limited Terms and Conditions bear the same meaning when used in this warranty. Your attention is drawn to the Terms and Conditions attached, which includes provisions relevant to the warranty set out below.

1. Installation services

1.1. We warrant to you that the Installation services will be performed by the appropriately qualified and trained installers using reasonable care and skill, to such high standard of quality as it is reasonable for you to expect.

1.2. The Warranty Period for the Installation Services shall be 2 years from completion of the Installation Services.

2. Remedial Action

2.1. If you make a valid claim about our service in accordance with the Terms and Conditions, Clear Sky Energy Limited may arrange for the relevant Products to be reinstalled by any of our Registered or approved Installers or refund to the Customer the charge for the relevant part of the Installation Service (or a proportionate part of such charge).

3. Exceptions

3.1. This Warranty will only apply:

3.1.1. If the Product has been installed by Clear Sky Energy Limited Registered Installer and has been properly used and maintained throughout the Warranty Period.

3.1.2. If you have informed Clear Sky Energy Limited of the alleged defect within the Warranty Period and within a reasonable period of discovery.

3.1.3. No work has been carried out by any other party other than Clear Sky Energy Limited.

4. General conditions

4.1. You will promptly provide all information and support including access to site and services) reasonably necessary to enable us to evaluate any alleged defect and to perform its obligations under this Warranty.

4.2. You agree that all premises, plant, power, fuel, support services and other inputs that you provide for the installation and use of the Products are reasonable, are fit for purpose and will be properly used and provided.

5. Expertise

5.1. Any dispute as to whether a defect is covered by this warranty shall be immediately referred at the request of either party to the complaints service as detailed in the Terms and Conditions.

6. Third Party Rights

6.1. When Clear Sky Energy Limited has installed a system in a property that is sold within the Warranty Period the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.

7. Law

7.1. This warranty 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.

8. Manufacturer's Product Warranty

8.1. Most Products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the Products is notified to Clear Sky Energy Limited by you in accordance with the Terms and Conditions, Clear Sky Energy Limited will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the Product or the part in question) or a refund of the price of the Product (or a proportionate part of the price). This warranty does not replace or limit your legal rights to bring a claim to Clear Sky

Energy Limited as the retailer of the goods supplied.