

(1.) GENERAL

1.1. The prices quoted are fixed for 30 days from the date of quotation. Upon signing, this will form a legally binding contract between Home Smart Energy and you the customer. We will best endeavour to complete installations within 8 weeks receipt of contract and payment, guidance surrounding the installation schedule will be agreed with you upon completion of the technical survey.

1.1.1. Reference in these Ts&Cs to HSE are references to Smartfoam Ltd t/a Home Smart Energy, whose registered office is Lynnem House, 1 Victoria Way, Burgess Hill, West Sussex RH15 9NF, company no 09925135.

1.1.2. Reference to the customer are reference to whom the quotation is addressed and will be referred to as you/your.

1.2. The quotation is subject to availability of equipment and materials.

1.3. Access into your premises and loft is required in order that the installation may be undertaken.

1.4. The quotation includes the supply and installation of all components and materials required to carry out the work and include VAT at the current rate unless otherwise stated.

1.5. Each party acknowledges that in entering into this Renewable Energy Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Renewable Energy Contract, but this does not affect your rights and our ability in relation to any fraud or fraudulent misrepresentation for which we are responsible.

1.5.1. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in their Renewable Energy Contract.

ORDER

(2.)

2.1. Unless otherwise stated, the quotation includes materials required to work and access to the relevant areas of the property. Our warranty is restricted to only the materials and appliances installed by, or on behalf of HSE.

2.2. HSE warrants the installation for ten years from the date of the installation. The warranty does not cover acts of vandalism, third party negligence, acts of God or wilful damage. This workmanship warranty is not insurance backed.

2.3. Should you delay the installation for this contract for any reason or require additional work or changes to the contract which may cause delay, you may be required to pay reasonable compensation to cover any additional costs which may have arisen.

2.4. Any free extras included are subject to technical survey and must be listed on the contract at time of signing. All extras are provided post installation of the main system.

2.5. Any internal cable run(s) shall be routed in suitable containment and kept out of sight where possible. Chasing into walls/running underneath floorboards does not form part of our standard installation and must be quoted and agreed prior to installation.

2.6. In the event that the order signed within this report cannot be completed in its entirety by HSE, you will be offered an alternative arrangement with any relevant adjusted pricing. If you are not content with the alternative arrangements offered and wish to cancel you will be liable for payment of the works already undertaken as stated in your cancellation rights.

2.7. HSE will make all reasonable efforts to start and complete the work as agreed but cannot accept liability for major delays beyond our control. In the unlikely event that HSE cancel the scheduled installation date an alternative mutually convenient date will be offered. In the case of delays in the delivery of goods you may be offered products of equivalent specification, value and quality that are MCS certified. You have the right to accept the offer or wait for the products that were ordered.

2.8. In the event that the installed system stops operation, Home Smart Energy will use every available resource to rectify the issues as soon as possible. It is possible that there is a need for period of investigation identify the fault and potential manufacturer intervention in order to claim through the equipment warranty. You accept that Home Smart Energy will not be held accountable to reimbursement of loss of savings during the period of time in which the system is inactive, so long as Home Smart Energy's intent to resolve the issue remains clear.

(3.) YOUR RESPONSIBILITIES

3.1. You are responsible for obtaining any planning consents that may be required before the work commences. This is typically required if your property is listed or in a conservation area or area of outstanding natural beauty.

3.2. Where we are contracted to install an immersion controller/power diverter, it is your responsibility to ensure that the existing immersion element is in good working order. If immersion element is found to be faulty at time of contracted installation, you may be liable for the additional cost of repair/replacement, or asked to source repair/replacement of the part independently to allow HSE to finish the works.

3.3. You warrant that (unless otherwise explicitly stated), to the best of your knowledge and belief, no asbestos is present in the property.

3.4. You agree that the electrical system in your property must comply with all current regulations, be safe and fit for the purpose of the works. If works have to be carried out to the electrical system in your property to ensure compliance with regulations, an additional charge may be applied to the final invoice.

3.5. You agree that the inverter will be installed within your property and are aware of the fact that in very rare cases, the inverter may make a light humming sound.

3.6. On discovering a failure of or defect in the system, you must notify HSE as soon as possible.

3.6.1. If you suspect a fault in the solar panels, and call HSE out to investigate, HSE will, should there be a defect in a part not covered by the warranty, indicate to you that the defect is one not covered by the warranty, and that should HSE take any further action this may result in the costs of resolving the defect being borne by the you.

3.6.2. You accept that reasonable levels of consumer intervention are expected to perform the most common forms of regular system maintenance. User intervention includes but is not limited to: standard system restart procedures, monitoring reconfigurations, and inverter setting modifications. Online instructional guides and remote support will be available to advise on any procedure you may be expected to undertake. If these standard interventions cannot be performed by you and require HSE to return to site, you may be liable for a standard call-out charge.

3.7. You are responsible for having the solar panels cleaned and for the control and removal of any bird's nests or accumulated debris under the solar panels. Failure to do this could impact on the performance of the system.

(4.) PAYMENTS

4.1. A deposit will be payable on acceptance of quotation. HSE will request no more than a maximum deposit of 25% of the total contract cost. Advance payments may not exceed 60% of the total contract cost including any deposit amounts.

4.2. The balance outstanding invoice will be issued to you within 5 days prior of the planned installation date.

4.2.1. You may settle the outstanding balance via bank transfer, debit card, or credit card.

4.3. You are entitled to 10 days to pay the balance outstanding on the contract price upon completion and commissioning of the installation.

4.3.1. You will not be entitled, due to any alleged minor defect to withhold more than the proportionate amount of the outstanding balance. If you do withhold any amount after the due date because of any minor defect you must give us notice before the final date on which payment is due. In that notice you must also state the reasons you are withholding the payment.

4.3.2. 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 total cost to the customer of the interest charged will be no higher than the cost to the organisation to recover the debt.

4.4. The warranties only become effective after payment in full of all invoices issued by the Supplier.

(5.) AFTERCARE

5.1. Transfer of responsibility for and risk in the system takes place upon completion. After this time, it is your responsibility to take proper care of the system, including insuring the system as part of your building/home insurance policy.

5.2. Handover documentation including but not limited to: MCS Certificate, Copy of Paid Invoice, Insurance Backed Warranty details, Electrical Certifications, will be released to the you within 21 working days from the date that the total balance of the system is received. Full MIS3002 'MCS Installer Handover' can be requested by you, independent from the standard system handover documentation.

(6.) CANCELLATIONS

6.1. You should think carefully about the consequences of cancelling the Contract at different stages. However, You may change Your mind and cancel the Contract from the Commencement Date to 14 days after the date of completion of Your installation. This is over and above Your statutory rights.

6.2. If We have commenced with the provision of the Services (including any Preparatory Work) on the Contract, You may change Your mind and cancel the Contract, however We may charge You reasonable fees, provided:

6.2.1. It is a reasonable reflection of the value of the work that has been carried out; and

6.2.2. You gave us permission (by agreeing to this Contract) to proceed within the cancellation period.

6.3. To exercise this right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post, or email). You may request a copy of our model cancellation form to submit your cancellation, but this is not obligatory. To meet the cancellation deadline, it is required for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6.4. If We have completed (or partially completed an installation) You should think carefully about the consequences of cancelling the Contract at this stage. We will return to Your property to remove the Goods and You must allow Us to do so. You should plan carefully for this. We will carefully remove the Goods and leave Your property safe, secure and watertight. It is likely to be impossible to refit Your old goods back into the property and We are under no obligation to do so. However, We will ensure that any gas or water pipes are safely capped off and Your property boarded up or sealed so that it is temporarily protected from bad weather. We will charge You reasonable fees for the work done so far and the reduced value of the Goods. If the work has been completed, this could mean that you could be charged a significant proportion of the agreed price.

(7.) COMPLAINTS

7.1. Complaints that request a formal response must be submitted to HSE in writing via email or letter. HSE will acknowledge your complaint within 5 business days and aim to provide you with a formal response within 28 days. For more information on how we deal with complaints, please see our complaints policy and procedures on our website <https://homesmartenergy.co.uk/complaints-policy-and-procedure/>.

(8.) EVENTS OUTSIDE OF OUR CONTROL

8.1. HSE will be relieved of any liability for any delay or failure to perform its obligations under this agreement due to circumstances beyond its reasonable control (including but not limited to: adverse weather, accidents, war, delays in transport, fire, theft, acts of God). HSE is required to take reasonable steps to prevent or minimise delay.

8.2. HSE reserves the right to suspend the works and/or to postpone the date for completion for so long as such circumstances last. HSE best endeavour to give you notice of suspension and communicate an expectation for an adjusted timeline. You are entitled to terminate in case the circumstances continue beyond the extended timeline that has been communicated.

8.3. If, as a result of the circumstance described in the clause above, you terminate the contract, you will still be required to pay for the cost of the works already undertaken, the portion of the system already installed and reasonable costs associated with making good any damage to the property caused by the scope of the work.

(9.) PRIVACY

9.1. The parties agree that you are a Controller and that HSE is a Processor for the purposes of processing Protected Data pursuant to this Agreement. You shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. You shall ensure all instructions given by you to us in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws. Nothing in this Agreement relieves you of any responsibilities or liabilities under any Data Protection Laws.

9.2. HSE shall process Protected Data in compliance with obligations placed on it under Data Protection Laws and the terms of the Contract.

Terms & Conditions *continued*

9.3. You shall indemnify and keep indemnified HSE against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by you of your obligations under this clause.

9.4. HSE shall implement and maintain the technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

9.5. HSE shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without your prior written authorisation.

9.5.1. HSE shall at your cost and expense refer to you all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be your responsibility to reply to all such requests as required by applicable law.

9.6. On the end of the provision of the Services relating to the processing of Protected Data, at your cost and your option, HSE shall either return all of the Protected Data to you or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires HSE to store such Protected Data. This clause shall survive termination or expiry of this Agreement.

9.7. You must not:

9.7.1. Make any social media communications concerning HSE or its services.

9.7.2. Make any social media communications containing or concerning any confidential information.

9.7.3. Make any social media communications that defame, disparage, bring into disrepute HSE and their business interests or reputation, whether directly or indirectly, or which are capable of doing so.

9.7.4. Use social media to harass, bully or unlawfully discriminate against HSE or any person related to HSE such as its staff and employees.

9.7.5. Express on social media opinions on behalf or purportedly on behalf of HSE or its staff.

9.7.6. Write any books/articles or provide information to the media about HSE.

9.7.7. Take any photographs for personal use of HSE's staff.

9.7.8. Must not speak to the media about HSE.

9.8. You may be required by HSE to immediately remove and/or delete any social media content posted by you, or which appears upon any platform controlled by you, if such content violates or reasonably appears to violate this agreement, and any refusal to do so will constitute a fundamental breach of this agreement. Social media includes Tik Tok, Snapchat, WhatsApp, Facebook, LinkedIn, Twitter, Google+, Google My Business, Trustpilot, Wikipedia, Whisper, Instagram, Vine, Tumblr and all other social networking sites, internet postings and blogs.

(10.) APPLICABLE LAW AND DISPUTES

10.1. This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English Courts.

10.2. In the event of a dispute the parties shall first use reasonable endeavours to reach an amicable settlement.

(11.) MISCELLANEOUS

11.1. A delay by either party in enforcing any right under this Agreement does not constitute a waiver of that right or any future right.

11.2. A person who is not a party to this Agreement has no rights under this Agreement.