
TERMS AND CONDITIONS (B2B)

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 business customers.

1. Definitions and Interpretation

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

"Agreed Date"	means the date on which the provision of the Services will commence as agreed by the Parties;
"Agreed Times"	means the times which the Parties shall agree upon during which The Company shall have access to the Property to complete the Job;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Customer"	means the business that requires the Services subject to these Terms and Conditions and the Agreement being a customer receiving the Services for the purposes of a business and not a "consumer" as defined by the Consumer Rights Act 2015;
"Final Fee"	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions;
"Job"	means the carrying out in full of all of the Services;
"Order"	means the Customer's initial request to acquire the Services from The Company as described in Clause 2 of these Terms and Conditions;
"Products"	means the products required to render the Services which the Company shall procure and supply (unless otherwise agreed);
"Property"	means the Customer's property or premises, as detailed in the Order and the Agreement, at which the Job is to take place;
"Quotation"	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall a) be deemed to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;

"Quoted Fee"	means the fee which will be quoted to the Customer in the Quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
"Services"	means the services provided by the Company as detailed in Clause 5 of these Terms and Conditions;
"Visit"	means any occasion, scheduled or otherwise, on which the Company shall visit the Property to render the Services; and
"Work Area"	means the part of the Property within which the Services are to be provided.

2. Orders

- 2.1 The Company accepts orders for their Services through its website, telephone or email.
- 2.2 When placing an Order the Customer shall set out, in detail, the Services required.
- 2.3 Once the Order is complete and submitted the Company shall, unless they do not wish to provide any quotation for the Services required, prepare and submit a Quotation to the Customer by email which shall set out the required Deposit and fee, detailed in Clauses 3 and 4 respectively.
- 2.4 The Customer shall be free to make changes to the Order and Quotation prior to acceptance of the Quotation by the Customer but changes to a Quotation shall only have effect if and to the extent that a revised Quotation in which they are included is issued to the Customer. The Customer may accept the Quotation or, where applicable, the revised Quotation, by email. Unless and except as the Company may otherwise agree in writing at any time, a Quotation shall only remain valid for acceptance within 30 days after it is issued by the Company.
- 2.5 Notwithstanding the Company's issue of a Quotation or acceptance of an Order or the Customer's issue of an Order or acceptance of a Quotation, no binding agreement between the parties in relation to any of the Services shall exist or be effective until the Deposit has been paid in full whereupon a binding agreement between them shall come into existence and be effective.

3. Deposit

- 3.1 At the time of accepting the Quotation or not more than 7 days thereafter the Customer must pay a Deposit to the Company. The Deposit shall be confirmed on the Quotation.
- 3.2 Subject to the provisions of Clause 7 the Deposit shall be non-refundable.

4. Fees and Payment

- 4.1 The Quoted Fee shall include the price payable for the Services and for the estimated Products required to render the Services and complete the Job.
- 4.2 The Company shall use all reasonable endeavours to use only the Products (and quantities thereof) set out in the Quotation and the Agreement; however, if additional Products are required the Final Fee shall be adjusted to reflect this. Any

such increases shall be kept to a necessary minimum.

- 4.3 In the event that the prices of Products to be procured by the Company or costs of services to be procured by the Company increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the Company shall inform the Customer of such increase and of any difference in the Final Fee.
- 4.4 The Company shall invoice the Customer, as detailed in the Quotation.
- 4.5 All invoices must be paid on or before the due date as specified within said Invoices.
- 4.6 Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.5 shall incur interest on a daily basis at 8% above the base rate of Bank of England obtaining at the time.

5. Services

- 5.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by mutual agreement from time to time).
- 5.2 The Company may provide plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 5.3 The Company shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 5.4 The Company shall ensure that neither the Work Area nor any other parts of the Property suffer damage as a result of their rendering of the Services. Any damage which may occur shall be made good at no additional expense to the Customer prior to completion of the Job.
- 5.5 The Company shall ensure that they comply with any and all relevant codes of practice.
- 5.6 While rendering the Services the Company shall ensure the areas that are not the subject of the Services are suitably covered and protected for the duration of the Job.
- 5.7 Following completion of the Job the Customer shall have a period of 24 hours within which to inspect the completed work and to notify the Company of any defects. The Company shall correct such defects at no additional cost to the Customer.

6. Customer's Obligations

- 6.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 6.2 The Customer shall ensure that the Company can access the Property at the Agreed Times to render the Services.
- 6.3 The Customer shall have the option of giving the Company a set of keys to the Property or being present at the Agreed Times to give the Company access. The Company warrants that all keys shall be kept safely and securely.
- 6.4 The Customer shall ensure that the Company has access to electrical outlets and a supply of hot and cold running water.

- 6.5 The Customer must give the Company at least 48 hour's notice if the Company will be unable to provide the Services on a particular day or at a particular time. The Company will not invoice for cancelled Visits provided such notice is given. If less than 48 hour's notice is given the Company shall invoice the Customer at the Company's normal rate.

7. Cancellation

- 7.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:
- 7.1.1 If the Customer cancels the Job more than 7 days before the Agreed Date the Deposit shall not be refunded.
 - 7.1.2 If the Customer reschedules the Job more than 48 hours before the Agreed Date the Company shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.
 - 7.1.3 If the Customer reschedules the Job less than 48 hours but more than 7 days before the Agreed Date the Company shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
- 7.2 The Company may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

8. Liability, Indemnity and Insurance

- 8.1 The Company shall ensure that they have in place at all times suitable and valid insurance which shall include public liability insurance.
- 8.2 The Company is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Company.
- 8.3 Subject to sub-Clause 8.2, the Company shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of the Company's rendering of the Services or any breach of these Terms and Conditions.
- 8.4 The Customer shall indemnify the Company against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions or in the Agreement.

9. Guarantee

- 9.1 Our solar panels come with a 25 year manufacturer warranty.
- 9.2 Our battery and inverters come with a 10 year manufacturer warranty.
- 9.3 We provide a 5 year workmanship on the installation carried out by Us.
- 9.4 We will not charge You for remedying problems under this Clause 9 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.

10. **Data Protection**

- 10.1 The Company will only use the Customer's personal data as set out in the Company's Privacy Policy available from <https://allsolarworks.com/privacy-policy/>.

11. **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.

12. **Termination**

- 12.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 12.1.1 any sum owing to that Party by that other Party under any of the provisions of the Agreement is not paid on or before the due date as specified on any said invoice;
 - 12.1.2 that other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 12.1.3 an encumbrancer takes possession, or where that other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 12.1.4 that other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 12.1.5 that other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 12.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party;
 - 12.1.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 12.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 12, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 12.2 For the purposes of sub-Clause 12.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 12.3 Where the Customer terminates the Agreement under sub-Clause 12.1, the Deposit

and other amounts received from it shall be refunded it in full, and it shall not be liable for any other amount(s) payable under the Agreement.

- 12.4 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

13. Effects of Termination

Upon the termination of the Agreement for any reason:

- 13.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 13.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 13.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination;
- 13.4 subject as provided in this Clause 13 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

14. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

16. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

17. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

18. Sub-Contracting

The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors.

19. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

20. Third Party Rights

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

21. Notices

21.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

21.2 Notices shall be deemed to have been duly given:

21.2.1 when sent, if transmitted by e-mail and a successful return receipt is generated;

In each case notices shall be addressed to the most recent e-mail address notified to the other Party.

22. Entire Agreement

22.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

22.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

23. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

24. Dispute Resolution

24.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

24.2 If negotiations under sub-Clause 24.1 do not resolve the matter within 28 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

25. Law and Jurisdiction

The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.