

# SUNNYSMART ENERGY LTD T/A SunnySmart

## Terms and Conditions

For solar panel installation: The Customer should note that the performance of solar PV systems is impossible to predict with certainty due to the variability in the amount of solar radiation (sunlight) from location to location and from year to year. Estimates given in sales literature are based upon the Government's standard assessment procedure for energy rating of buildings (SAP) and are given as guidance only. It should not be considered as a guarantee of performance.

## Payment of Accounts

1. All prices provided are exclusive of VAT which will be applied at the standard rate in force from time to time.
2. Prices are based on the rates prevailing at the date of the contract being entered into. However, SUNNYSMART ENERGY LTD. reserves the right to increase the price to cover any increases due to market conditions (including, but not limited to, increases in foreign exchange rates relating to the purchase of equipment, materials, supply or transportation costs) which may affect us between the date of the contract and the date of delivery. We will notify you in writing of any such increases as soon as they arise. Please note that we will not increase prices by any more than 5% of the order value.
3. Full payment is due upon completion of the works. SUNNYSMART ENERGY LTD acts as an energy consultant and supplier of goods, all SUNNYSMART ENERGY LTD installations are carried out by our recommended partners/companies who are NIC EIC, NAPIT, HEIS, RECC, registered. Upon completion of the contract payment in full for goods supplied should be made to SUNNYSMART ENERGY LTD by Bank Transfer.
4. In the case of late payment, SUNNYSMART ENERGY LTD. reserves the right to charge a small administration charge, plus Interest at a rate of 5% per month on the balance outstanding. Until payment is made in full, title to goods shall be retained by SUNNYSMART ENERGY LTD until payment has been made in full, the Customer grants SUNNYSMART ENERGY LTD, its agents and employees an irrevocable license at any time to enter any premises where the equipment is or may be stored in order to remove it
5. We reserve the right to submit interim invoices to the value of work undertaken at that date.
6. If your monies are being held on a retention basis we must be informed in writing when instructed to commence work.
7. Where SUNNYSMART ENERGY LTD is prevented from completing the work for reasons beyond our control, SUNNYSMART ENERGY LTD reserves the right to invoice for the works carried out to that point.
8. In the case of cancellation. SUNNYSMART ENERGY LTD reserves the right to charge an administration fee for work incurred. We will also make a charge for any goods/services which have been ordered in advance.
9. SUNNYSMART ENERGY LTD reserves the right to charge for any loss or expense incurred through disruption or delay to the progress of work caused either directly or indirectly by the actions of tradesmen or others not in employment SUNNYSMART ENERGY LTD
10. Payment complaints must be notified within 7 days of receipt of an invoice.  
Conditions to be undertaken by the Customer/Occupier
11. The Customer shall provide a safe supply of electricity and water when necessary.
12. Welfare facilities should be provided for SUNNYSMART ENERGY LTD employees and or their contractors.
13. In all circumstances, items of fittings and furnishings likely to be damaged during work should be removed from the vicinity or protected by the Customer to prevent damage by dust impregnation as SUNNYSMART ENERGY LTD cannot accept responsibility for damage to such items. Any items remaining shall be the responsibility of the Customer.

14. The position of any concealed services should be clearly marked out by the Customer as we cannot accept responsibility for accidental damage to such items if they are hidden from view.

15. We cannot be held responsible for any minor and foreseeable damage caused to ceilings during our work.

16. The Customer shall be responsible for any planning or building regulations approval (particularly concerning solar installations), structural calculations or any professional costs that may be required during the execution of the works.

## **General**

17. The "Approximate Installation Date" given on the contract is an estimate only as it may be affected by factors beyond our control and it is given to the best of SUNNYSMART ENERGY LTD'S knowledge at the time. The Customer will be notified as early as possible of any necessary alteration to the approximate installation date together with the reason.

18. The Customer has a period of 28 days notice to accept a written quotation, after which we reserve the right to amend the specification and associated costs. The Customer will always be notified in writing of such amendments.

19. If the Customer wishes to cancel the contract, the Customer must notify Smarter Home Energy Systems within 14 days of signing the contract. Condition 8 above shall apply.

20. Where the Customer agrees that works are to commence within 14 days of the signing of the quotation and subsequently cancels the order the Company reserves the right to apply Condition 8 above.

21. Please note that the enclosed quotation is based on carrying out the works during normal working hours (Monday to Friday, excluding bank holidays), unless otherwise stated. Should the Customer request work to be carried out outside of these hours, SUNNYSMART ENERGY LTD reserves the right to charge an additional premium.

22. SUNNYSMART ENERGY LTD reserves the right to change the specifications at any time with a specification equal to or better than the original, subject to changes in technique, improvements in materials or in cases where a change might be found necessary during the course of work. Should the specifications be changed in any way, the Customer will still receive the Kilowatt Peak (kWp) which has been contracted for.

23. Please note that works specified have been quoted to be carried out using simple access equipment unless otherwise stated. Should other means of access be required the cost of such access will be added to the Customer's account.

24. If unforeseen works are revealed the Customer will be notified immediately and a further quotation provided as necessary.

25. In relation to solar installations, whilst SUNNYSMART ENERGY LTD will endeavour to install the equipment in line with the approximate installation date, we cannot be held responsible for loss of feed in tariff due to any delay in installation, if, for example, parts are not available or for any Force Majeure Event (see Condition 27 below) and, accordingly, we will not be liable for any loss of anticipated savings or income/revenue during such time.

26. SUNNYSMART ENERGY LTD will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that are caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, but without being limited to, the following: (a) a delay in or impossibility to source parts (whether or not at a reasonable price); (b) strikes or other industrial action; (c) a threat of or terrorist attack and related events; (d) natural disaster or such events affecting performance; (e) adverse weather conditions; or (f) impossibility of the use of the transport network (whether in the UK or abroad). Our obligations under these Terms shall be suspended for the duration of the Force Majeure Event, and we will have an extension of time to perform the obligations for the duration of that period. We will endeavor to take all reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations can be

performed despite the Force Majeure Event. If the Force Majeure Event continues for a period of 6 months, either party will be able to terminate the contract without liability to the other.

27. Inclement weather conditions: Whilst SUNNYSMART ENERGY LTD will take all due care and will take every reasonable precaution to protect the property from adverse weather during the contracted period of works, if weather conditions change dramatically whilst work is being undertaken SUNNYSMART ENERGY LTD shall not be held liable for any loss or damage caused directly or indirectly.

28. Upon discovering possible hazardous material, all work will stop and our findings will be reported to you. With your consent we will arrange for specialist testing and disposal to comply with legal recommendations, extra costs will be quoted as variations.

29. Any report provided is for the benefit and use of the addressee only. We cannot accept responsibility or liability for our survey or of such report, to any other company or person. On no account must it be duplicated or copied in whole or in part without SUNNYSMART ENERGY LTD express authority.

30. If any court or competent authority decides that any of the provisions or any part of a provision of these Terms are invalid, unlawful or unenforceable to any extent, the term or the part of the 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.

31. 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.

32. These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts. SUNNYSMART ENERGY LTD does not accept orders from addresses outside the UK.

## **Accuracy of Materials**

The materials appearing on SUNNYSMART ENERGY LTD'S website could include technical, typographical, or photographic errors. SUNNYSMART ENERGY LTD does not warrant that any of the materials on its website are accurate, complete or current. We may make changes to the materials contained on its website at any time without notice. However SUNNYSMART ENERGY LTD does not make any commitment to update the materials.

## **Links**

SUNNYSMART ENERGY LTD has not reviewed all the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by SUNNYSMART ENERGY LTD of the site. Use of any such linked website is at the user's own risk.

## **Modification**

SUNNYSMART ENERGY LTD may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

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