TERMS AND CONDITIONS

1. ACCEPTANCE OF PROPOSAL

1.1 The Quotation is valid for a period of 30 days from the date indicated. If you wish to proceed then you must sign both copies of this Contract, return one of these to our address and keep the other for your records. No contract is in place until we send an acknowledgement of the order to you.

1.2 Please read these terms carefully before signing them. If you need any explanations about them please contact us using the address or telephone number provided.

1.3 This agreement 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.

Your Right to Cancel (See Section 9 below for more on your cancellation rights)
1.4
You have the right to cancel this contract without penalty during the 'cancellation period' without giving any reason. **Your cancellation period will last for 14 after you sign this contract**.

1.5 To cancel this contract you must inform us of your decision by a clear statement by letter sent by post, fax or email **Go Green Renewables Ltd, 20-22 Wenlock Road, London, England N1 7GU, 03333703207, gogreenhome1@gmail.com**. You can also use the attached cancellation form, but this is not obligatory. Any advanced payments you have made will be returned to you. 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) and according to the timetable set out in the Quote. Under the MCS scheme, only certified companies can enter into a contract with a customer for the sale and installation of a system.

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 Quotation. 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 in writing 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 timetable that we have agreed with you and which is set out in the Quotation. Your acceptance of these terms indicates that you agree to proceed using that timetable.

2.2.1 We will make every effort to complete the work by the time agreed with you. You must appreciate, however, that sometimes delays may occur for reasons beyond our control. Such reasons may include, for example, severe weather. 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 written agreement.

2.2.3 In the case of severe delays to the delivery of goods then 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 reason that are within our control then 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 in the quote.

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 30001

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 seven days after commissioning.

3.4 We will also give you all of the documentation required as detailed in the appropriate Microgeneration Installation Standard. If it is a requirement of the appropriate MIS installer 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

The Deposit

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

4.3 We may require you to pay a further advance payment no more than three weeks before the agreed delivery or installation date but only if this is explained to you in your quotation. This further advance 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 Quotation.
- 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 and advance payment, if any, will be protected as detailed in section 8 of this Contract.

Final Payment

4.5 We will issue you with 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, then 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.

Consequences of late payment

4.6 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 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, then 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. Failing 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 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. 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.

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.

6.5 If, in the final design we present to you, the main Energy Generator differs from what we describe in the quotation, we will draw this to your attention in writing and you will be able to cancel the contract as detailed in clause 9.4.

7 UNEXPECTED WORK

7.1 The Quotation given to you details the hourly or daily costs that would result from any unexpected work due to site conditions or special circumstances beyond the control of the member.

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 Quotation.

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. We may do this through RECC's Deposit and Workmanship Warranty Insurance (DAWWI) scheme or an equivalent scheme.

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 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. Where we store the goods then 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 and sign the request. 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 then you may be responsible for the costs of the goods and services already supplied and for making good the property.

9.2 If there is a serious delay to the delivery of goods or installation for reasons that are outside your control 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 As detailed in 6.5 above, you will be able to cancel the contract (and have any deposit or advance payment refunded) if, in the final design we present to you, the main Energy Generator differs from what we describe in the quotation.

9.5 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.

9.6 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 DISPUTE RESOLUTION

10.1 If at any time a dispute arises between you and us that cannot be resolved you can refer the matter to be handled through RECC's dispute resolution procedure provided it falls within their remit, which is disputes relating to the sale and installation of domestic renewable energy systems. We must agree to follow this procedure if that is your wish. RECC is certified through the Chartered Trading Standards Institute as an Alternative Dispute Resolution provider. You can find further information on the RECC website www.recc.org.uk/consumers/how-to-complain

10.2 If you register a dispute with RECC it will be allocated to a caseworker, who will mediate between both parties in an attempt to resolve the dispute. Mediation aims to reach a non-legal solution to the dispute in a reasonable timescale.

10.3 If an agreement is not reached through mediation for any reason, you can refer the matter to RECC's independent arbitration service and we must agree to arbitration if that is your wish. You would have to pay a small fee directly to the arbitration provider, which may be refunded to you if the arbitrator finds in your favour.

10.4 An award made under the independent arbitration service will be final and legally binding on you and us. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.

10.5 Disputes that relate to the MCS Installer Standards can be referred to our MCS Certification Body.

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

The Renewable Energy Consumer Code

The aim of the Consumer Code is to guarantee a high quality experience for consumers wishing to buy or lease small-scale energy generation systems for their homes. The Code is backed by the Trading Standards Institute (TSI) as part of a self-regulation initiative: the Consumer Codes Approval Scheme. Members of RECC agree to comply with the Code. See www.recc.org.uk for more information.

The Microgeneration Certification Scheme

MCS membership demonstrates compliance to industry standards that companies strive to meet. Membership highlights to consumers that companies are able to consistently install to the highest quality every time.