



Company Terms and Conditions

1. Quotations

Any quotations are valid for 30 days from the date of issue. You have the right to accept the price or decline. To accept, you will need to sign the customer acceptance and return this to us at the address on the quotation. The quotation will document all goods and services we propose to supply, along with the total price for these goods and services including VAT. We will provide you with a timetable for supplying the goods and carrying out the installation.

2. Right to cancel

You have the right to cancel within 14 days of receiving Notice of Right to Cancel. To exercise the 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 e-mail).

3. Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is a result of unnecessary handling by you. We will make the reimbursement without undue delay, no later than:

- a) 14 days after the day we receive back from you any goods supplied, or
- b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- c) If we did not supply goods, 14 days after the day on which you inform us about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. We will collect the goods.

4. Work begun prior to the expiry of the cancellation period

If you have agreed in writing that installation work will commence before the 14-day cancellation period expires, and you subsequently cancel in accordance with your rights, payment will be due for any work or goods that we have carried out or purchased prior to your cancellation. You will be entitled to cancel this contract if there is a serious delay in our ability to carry out the agreed work that is outside of your control, but within our control. You will be entitled to a full refund. If we are in serious breach of our obligations as detailed in this contract, then you will be entitled to cancel this contract, request a repair or a replacement, or you may be entitled to request compensation. You can only recourse to these actions if we incorrectly described the goods or services or they are not fit for purpose. You will not be entitled to seek these remedies if you have changed your mind about the goods and services agreed to outside of any required cancellation periods.

5. Our rights under this contract

If, within 14 days of us informing you in writing of a serious breach of your obligations to us you have failed to rectify this breach, we will have the right to cancel this contract. Should we suffer any losses due to a breach of this contract then we will be entitled to reasonable compensation to cover these losses. We are required to attempt to keep all losses to a minimum.

6. Timetable for works

We will have agreed with you a timetable for carrying out the installation. By signing this contract, you are confirming that you agree with this timetable. We will endeavour to complete the works within the specified time. We are only liable for delays caused by our negligence. There can be occasions that we may need to vary this timetable, due to, for example, poor weather or unavailability of goods and services. We will inform you of any delay we become aware of at the earliest possible opportunity. We would then arrange a new mutually agreeable timetable. Should our suppliers or we cause the delay and a reasonable person could consider the delay as severe, you would be entitled to cancel this contract without penalty to you. Should you cause the delay, we will attempt to accommodate that delay without cost to you. However, if the delay incurs us extra costs, for example scaffolding, we will require that you cover these costs.

7. The installation

The goods we supply will be of merchantable quality and fit for the purpose. They will operate as we have described to you. We will have insurances in place, which will cover any loss or damage caused by our agents or us. You will be required to supply to us normal services free of charge. You should also ensure we have safe and easy access to the installation area. You or a third party that you employ should carry out any work to prepare for the installation in line with the agreed start date for the installation. If you or a third party that you employ do not complete the work and this causes consequential delays, you may be liable for any costs incurred by us for such a delay. The work will be carried out by personnel trained in each of the tasks they are assigned. We will give you warranties for both the installation itself and for the installed goods. We will give you the terms of these warranties in writing and we will explain them to you verbally.

8. Damage

We will not be liable for any damage unless caused by our negligence.

9. Goods belonging to us

Any goods delivered to you belonging to us should remain clearly identifiable as our property. Until we transfer the title to the goods to you, the goods should be stored in such a way that they remain protected from damage. You should keep them in their original packaging. Should you fear for the safety of the goods in any way, or you feel that the goods are causing any form of hazard you should contact us. Should you terminate the contract for any reason, then, with reasonable notice, you must return and deliver the goods to us. If you do not return the goods to us, we retain the right to take legal proceedings to recover the goods or their value.

10. Changes to the planned work

If you decide to make changes to any planned work after you have signed this contract you should contact us immediately in writing. If you decide on the changes within the "Cooling Off" period, we will issue you with a new quotation. Should you decide to proceed you will have a further 14-day "Cooling Off" period following the signing of the new contract. If you make changes to any planned work after your "Cooling Off" period has expired, we will try to accommodate those changes. If these changes are prior to commencement of the installation process, we will produce a new quotation. If you decide to accept the quotation, a new 14-day "Cooling Off" period would apply. If, however, you decided to cancel this new contract, then you will need to pay any reasonable expenses we had incurred from the original contract. If you wish to make changes during the installation itself, we will try to accommodate these changes if they are technically possible. We will discuss the costs of these changes with you and will provide you with a quotation if we can carry out the work you require. We will have documented on the quotation the normal rate for the work of our installers. There can be occasions when we come across unexpected work. Should this arise, we will discuss this with you. If it is an area of work in which we are competent to operate, we will issue you with a quotation to complete that work. We will have documented on the quotation the normal rate for the work of our installers. If this unexpected work causes a delay in the installation process, we may need to make reasonable charges for this delay.

11. Late payment

You should make the payments agreed on the quotation as they become due. The final payment will be due on completion of the installation. If you fail to make any agreed payment, we may cease work. If you fail to pay the amount specified in an invoice sent to you by the agreed due date, then we reserve the right to charge you interest until you pay the amount due. The interest rate we will charge will be 8.5% for commercial and 3% for non-commercial. It is not permissible under this contract to withhold any more than a proportionate amount of the outstanding balance for any alleged defect. If you do withhold any amount after a payment has become due, you should give us notice of your intention before the final date on which payment is due. With that notice, you should also state the reasons for withholding payment. If we intend to cease work, we will give you notice of this in writing. If you are in breach of this contract because you have not made a payment that was due to us and we have ceased work, you may have to compensate us for any additional costs we have incurred. Dependent on the circumstances, we may require that you return the goods to us. If necessary, we will take legal proceedings to recover the goods or/and any outstanding amounts due to us.

12. Making Good

We do not include making-good any damage caused by gaining access (e.g. redecoration such as filling in any holes or leaving the surface level) where access must be made to your system or appliance, to carry out a repair or installation.

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PLEASE NOTE: ALL GOODS/PRODUCTS REMAIN THE PROPERTY OF PRESTIGE SOLAR AND HEATING LTD UNTIL WE RECEIVE FULL PAYMENT

COMPANY REGISTRATION NO: 7001547

VAT REGISTRATION NO: 123732830

DIRECTOR: MR N WHATLEY L.C.G.I

