

Fusion8



It is important that this quotation is read in conjunction with the full performance estimate that accompanies it. If you require clarification on any point, please do not hesitate to contact us

Customer Name:		Project Reference:	
Installation Address:		Billing Address (if different to Installation Address)	
Quotation issued by:		Date issued:	

Solar System Items		VAT	Price
Solar System Cost		0%	
Additional Items		VAT	Price
Additional Items Cost			
Subtotal			
VAT			
Total:			

Our intention is to give you a full and clear cost for the installation of the system. Providing nothing unforeseen should occur the only additional costs would be those associated with any planning related issues should they be required.



Payment Amounts and Payment Dates:		
We will provide a payment link for payment by Card, or a Bank Transfer can be made to: Sort Code: 40-23-44 Account No: 50011835 Please use your project reference as your payment reference		
Payment	Due Date for Payment	Amount Due
Deposit	On confirmation of order	
Final Payment	Following final commissioning	

Additional panel supply and installation (if time available during install)	
Current cost of additional or replacement battery modules	

Customer Deliverables



If you wish to accept the quotation

If you wish to accept the quotation, please read the contract terms carefully. If you are in agreement with our terms and conditions, please complete arrange to sign and execute this quotation and return it to us with your deposit payment if we have requested one. For a contract to be formed, we will then contact you to confirm and accept your order and arrange the date for the installation.

If you have any questions on any aspect of this quotation, the contract or any other related issue please do not hesitate to contact us.

I agree to the Quotation and confirm the order for the products and installation services specified.

I agree to the total cost and payment terms set out above.

I acknowledge receipt of a Performance Estimate which was provided alongside our Quotation.

I have read and agree to abide by the Terms and Conditions of the Contract provided with the Quotation.

I confirm that we/I are/am the legal and registered owner(s) of the Installation Address listed above.

I confirm that we/I have exclusively appointed Fusion8 Limited to supply solar PV goods at the Installation Address listed above and hereby grant permission for them or any consultant that they may authorise to seek and apply for a grid connection at the Installation Address for the purpose of connecting solar PV goods to the local electricity distribution network.

I hereby wish to form a contract with Fusion8 on the terms of this agreement.

Signature of the Customer:	
Date of contract agreement:	

Should you require either this Contract or any other information we have supplied to you in large print, please contact us.



MCS Performance Estimate

A. Solar PV Installation data	
Installed capacity of PV system – kWp (stc)	kWp
Orientation of the PV system – degrees from South	°
Inclination of system – degrees from horizontal	°
Postcode region	
B. Performance calculations	
kWh/kWp (Kk) from table	kWh/kWp
Shade Factor (SF)	
Estimated annual output (kWp x Kk x SF)	kWh
C. Estimated PV self-consumption – PV Only	
Assumed occupancy archetype	Home all day/ Home half day/ Out all day
Assumed annual electricity consumption	kWh
Expected solar PV self-consumption (PV Only)	kWh
Grid electricity independence / Self-sufficiency (PV Only)	%
D. Estimated PV self-consumption – with EESS	
Assumed usable capacity of electrical energy storage device, which is used for self-consumption	kWh
Expected solar PV self-consumption (with EESS)	kWh
Grid electricity independence / Self-sufficiency (with EESS)	%

Important Note: 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. This estimate is based upon the standard MCS procedure and is given as guidance only for the first year of generation. It should not be considered as a guarantee of performance. The solar PV self-consumption has been calculated in accordance with the most relevant methodology for your system. There are a number of external factors that can have a significant effect on the amount of energy that is self-consumed so this figure should not be considered as a guarantee of the amount of energy that will be self-consumed.

Where the shade factor (SF) is less than 1, shading will be present on your system that will reduce its output to the factor stated. This factor will be NOT calculated using the MCS shading methodology, but we can confirm that the system as quoted, taking into account the shading present, will deliver at least 90% of the energy (in kWh) as set out in the performance estimate.



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This Contract has been prepared to comply with all our obligations under the Home Insulation & Energy Systems Quality Assured Contractors Scheme ("HIES") Code of Practice and the Microgeneration Certification Scheme ("MCS"). The HIES Code can be viewed in full at:

<https://www.hiesscheme.org.uk/regulation/hiesscheme-rules-code-of-practice/>

This contract details our obligations to you, and your obligations to us. If there is any point that we can clarify for you, or which you don't understand, please contact our customer service team. Please read these terms carefully before you confirm your order to us. These terms tell you who we are, how we will provide goods and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

Please take time to acquaint yourself with this contract, and if there is anything you do not understand, or if you require clarification on any point, please contact our customer service team, whose details are below.

1. Information about us and how to contact us

- 1.1. We are Fusion8 Limited, a company registered in England and Wales. Our company registration number is 12551180 and our registered office is at 168 Church Road, Hove, East Sussex, BN3 2DL. Our registered VAT number is GB352818000.
- 1.2. You can contact us by telephoning our customer service team at 0333 444 8088 or by writing to us at support@fusion-8.com or at 168 Church Road, Hove, East Sussex, BN3 2DL.
- 1.3. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. If you change your email address or telephone number, you will need to let us know straight away to make sure you still receive messages from us.
- 1.4. When we use the words "writing" or "written" in these terms, this includes emails.

2. Our self-quote tool

- 2.1. To provide you with your self-quotation price, we make a number of assumptions as set out on our website on our self-quote page. Please note that if

these assumptions turn out to be incorrect, when we provide you with your bespoke quotation, the price for your goods and services may change.

- 2.2. To ensure that your self-quote price is as accurate as possible, you agree that any information supplied as part of the self-quote process shall be true and accurate.
- 2.3. Once you have completed the self-quote process online, our systems generate a self-quote price which will be discussed and agreed with you via our call-back process. You will be required to select a convenient time and date to speak to one of our customer service team so that we can convert your self-quote into a bespoke quotation and to prepare and provide your performance estimate. Your bespoke quotation and performance estimate will, unless otherwise agreed, be provided via email and you will be able to review these in detail before accepting your order and committing to a legally binding contract with us.

3. The Quotation and Your Order

- 3.1. The quotation we have given you, which includes your performance estimate, is valid for 7 days from the date of issue. To confirm your order and accept your quotation, you will need to sign the order form at the end of the quotation and return a signed copy to us electronically or to the address on the quotation. No contract will be in place until we confirm the order with you. Once accepted, these terms and conditions, together with the provisions of your quotation, your performance estimate and the order form will comprise your contract with us.
- 3.2. The quotation will document all goods and services we propose to supply to you, along with the total price for these goods and services including VAT. VAT is charged at the applicable rates from time to time.
- 3.3. We will provide you with an estimated timetable for supplying the goods and carrying out the installation. We aim to complete the delivery and installation on or about the date we specify in the timetable, but we will liaise with you over any reasonable changes to that. For the avoidance of doubt, time is not of the essence in respect of the estimated date that we aim to deliver the goods and commence your installation.
- 3.4. It is always possible that, despite our best efforts, we may have incorrectly priced some or part of the



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quotation. We will normally check prices before accepting your order. However if we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return any products already delivered to you.

- 3.5. If there is a particular service or item of equipment that would normally be considered as part of the installation and you have requested that this not be included, then we will have documented this on the quotation.

4. Timetable for works

- 4.1. We will have agreed with you an estimated timetable for carrying out the installation, but unfortunately we cannot give a definitive timeframe for installation as we may have to seek and apply for a grid connection at your property for the purpose of connecting your goods to the local electricity distribution network, and we cannot book your installation in until we have this confirmation back. By signing this contract, you are confirming that you agree with this approach and timetable.
- 4.2. Even when we have issued you with a timetable for the completion of our works, there can be occasions that this timetable may need to be varied, 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 with you.
- 4.3. 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 without penalty.
- 4.4. Should the delay be caused by us, or by our suppliers, and that delay could be considered as severe by a reasonable person, you would be entitled to cancel this contract without penalty to you.
- 4.5. Should the delay be caused by you, we will attempt to accommodate that delay without cost to you. However, if the delay incurs us extra costs, for example additional scaffolding costs or wasted

installer time, we will require that you cover these costs.

- 4.6. Any goods and equipment for installation may be delivered at your property up to two days before we have agreed to install the goods. We will advise you of the delivery arrangements in advance, to ensure that access can be granted for storage prior to installation;
- 4.7. Scaffolding is usually erected for a period longer than we are installing your goods and can often be in place for 3 days before and 3 days after your installation. We will provide you with as much detail as possible about this in advance, but as scaffolding is provided by an external third party subcontractor, we may not be able to control when scaffolding is delivered or collected.

5. Performance Estimate

- 5.1. The Microgeneration Certification Scheme (MCS) requires us to provide a performance estimate based on the standard procedure set out in the Microgeneration Installer Standard for Battery Storage systems – MIS 3012.
- 5.2. Therefore, our performance estimate accompanies these terms and conditions, and includes information as to the estimated performance of the technology we have proposed to install. These performance estimates will be calculated according to the requirements of the appropriate MCS standard. Please note that the performance of our systems is impossible to predict with absolute certainty as set out below. Actual performance of your products may be significantly lower or higher if the characteristics of the installed system vary from the estimated values or conditions. The estimate we provide you with, together with these terms and conditions, set out the terms of our disclaimer in full.
- 5.3. When examining this performance estimate you need to be aware of the following disclaimers that we are required to issue to you:
- 5.3.1. Solar PV
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. The estimates in your performance estimate are therefore based upon the standard MCS procedure, given as



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guidance only for the first year of generation. It should not be considered as a guarantee of performance. The solar PV self-consumption has been calculated in accordance with the most relevant methodology for your system. There are a number of external factors that can have a significant effect on the amount of energy that is self-consumed so this figure should not be considered as a guarantee of the amount of energy that will be self-consumed.

5.3.2. Battery Electrical Energy Storage System

The energy performance and benefits of your Electrical Energy Storage System is impossible to predict with certainty due to the numerous functions a system can be programmed to perform. Your estimate is based upon the standard MCS procedure and is given as guidance only. It should not be considered as a guarantee of performance.

5.3.3. Shading

Where the shade factor (SF) is less than 1 (i.e. shading is present):

Where the MCS methodology is used: - Shading will be present on your system that will reduce its output to the factor stated. This factor is calculated using the MCS shading methodology and we believe that this will yield results within 10% of the actual energy estimate for most systems.

Where another methodology is used: Shading will be present on your system that will reduce its output to the factor stated. This factor will be NOT calculated using the MCS shading methodology, but we can confirm that the system as quoted, taking into account the shading present, will deliver at least 90% of the energy (in kWh) as set out in the performance estimate as part of your performance estimate.

5.3.4. Performance Calculation

The system performance calculation will have been undertaken using estimated values for array orientation, inclination or shading. Actual performance may be significantly lower or higher if the characteristics of the installed system vary from the estimated values.

5.3.5. Consumption Calculation

The solar PV self-consumption will have been calculated in accordance with the MCS Guidance note MGD 003 'Determining the self-consumption of domestic solar photovoltaic (PV) installations with and without electrical energy storage'. The self-consumption is valid before the impact of power diverters, electric space and water heating and electric vehicle charging are considered.

The self-consumption value is an estimate of the average for the selected occupancy archetype, solar PV electricity generation and demand according to the modelling work undertaken for the Guidance Note MGD 003. As a result, the self-consumption value should not be treated as a performance prediction for you, the customer, due to the unique behavioural aspect for each dwelling and occupancy.

6. Planning Permission

6.1. If your property is a listed building or you are in a conservation area you may need planning permission for the installation of our products. We will assist you in gaining any permission, but you are responsible for contacting your local planning authority to obtain confirmation that planning permission is not required.

6.2. We cannot be held responsible for any installations carried out where planning permission was required but not obtained. No refunds will be given in such cases.

6.3. Requirements regarding planning permission can vary from area to area. By signing the contract, you are confirming that you have received Planning Permission or a Building Warrant for the proposed installation or ascertained that these are not required.

7. Metering & Broadband

7.1. Metering may be required to obtain any Renewable Heat Incentive payments; we will discuss with you the benefits of metering before any works are carried out.



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- 7.2. You'll need to have a smart meter or a meter capable of reporting exports on a half-hourly basis.
- 7.3. You will also need to maintain a broadband connection at your property, and ensure that any goods that are required to be, are connected to such connection at all times. A broadband connection will be required for installation too and you must ensure you provide our installation team with the necessary passwords and access information, in order for our teams to be able to access your broadband connection as part of our installation services. If you have concerns about your broadband connection (including the strength of connection, or you do not know your password/access codes), you must let us know in advance, as we may be able to provide an alternative solution but that may result in additional costs for you. We can provide additional quotes or estimates on request for these services.
- 8. Assumptions and Obligations**
- 8.1. You are responsible for notifying us in advance of any local or property specific restrictions that could impact the delivery and installation of goods at the property (e.g. parking restrictions, difficult access, unsafe working conditions, pets on site).
- 8.2. Before we carry out any installation works, we may ask you to provide photographs of the external and internal building to your property, in order for us to determine what scaffolding might be required, where we are going to install your goods, and what sort of goods might work best at your property (e.g. the number of roof panels). Please provide the requested photos as soon as possible, as it may cause a delay to your order and installation if we do not get this information promptly.
- 8.3. It may be that we require drone footage of your property in order to finalise designs of where to position your goods. If this is required, by agreeing to these terms and conditions, you give us permission to use drones to take photos of your property. If a drone operator is deployed to your property and you later refuse to provide access to the drone operator, we reserve the right to invoice you for the wasted costs and expenses of the drone operator.
- 8.4. If we determine that a structural survey is required to confirm that the property's roof is suitable for the installation of the goods, you will be responsible to provide this to us before we proceed with the installation services.
- 8.5. Whether we have asked you to carry out a structural survey or not, you are responsible for ensuring that the roof tiles on the roof of your property are in adequate condition for the installation of solar panels on them, are in good condition and if any roof tiles are in poor condition and/or break (not through our negligence), we reserve the right to charge you for any replacements required so that we can complete our installation.
- 8.6. From the date of our request for any photos of your property in accordance with clause 8.2 above, you must not make any renovations, alterations, modifications or alterations to the structure of the property. If any such renovations, alterations, modifications or alterations are made, and they affect the quotation, we reserve the right to amend and/or vary our quotation and charge you for any additional time or costs incurred. We also reserve the right to terminate our contract with you if you do not agree to any such amendments to our quotation.
- 8.7. We will discuss with you and provide you with information as to the location of key components of the goods being installed. You will be given the opportunity to approve the site designs before work commences. Please note however that any design of the location of any panels is for illustrative purposes only and, when we come to carry out an installation at your property, we reserve the right to make amendments to such designs for practical installation requirements or when we deem it not feasible to install in accordance with the design because of something we were not aware of at the time of preparing such designs.
- 8.8. Where we are unable to supply the main energy generator that was specified in the quotation, we will inform you of this in writing and you will have the right to cancel this contract.
- 8.9. We will advise you on approvals and permissions that may be required for the work; however, it will be your responsibility to ensure that such approvals and permissions are in place. This includes ensuring that you own the property where we will be installing the products and have the consent from any mortgage or charge holder for the installation of any goods.



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- 8.10. By agreeing to these terms and conditions, you confirm that to the best of your knowledge and belief, your property does not have asbestos and our engineers and subcontractors will not be exposed to any asbestos when carrying out installation works.
- 8.11. It is recommended that you inform your property insurers about the proposed installation to check if it will increase your buildings insurance premium.
- 8.12. If there are additional payments that you may have to make, such as planning costs or if you need to consult a Structural Engineer, we will offer assistance and advice, but you will be responsible for these costs and we will advise you of these at the relevant time.
- 8.13. It is your responsibility to provide a safe and respectful workplace for any persons attending the installation address. Our staff or contractors attending a property to carry out work connected with this contract will leave the property if rude, abusive or unsafe conditions are encountered. If this happens, it will be at our sole discretion if we choose to re-attend the property and what the charge for such reattendance will be. In any event, no refund will be due from if to you if we have to leave your property for reasons of safety or abuse.
- 8.14. It is also your responsibly to ensure that the electrical system at your property complies with all current regulations, and is safe and fit for the installation of goods and services as part of your order.
- 9. Right to cancel**
- 9.1. As a consumer, you have a right to cancel this Contract during the Cancellation Period. The 'Cancellation Period' begins when the contract is agreed and signed, and will end 14 days later.
- 9.2. You have the right to cancel this contract during the Cancellation Period without giving any reason, and if you cancel the Contract before the Goods are delivered or any installation services are performed, you may cancel without penalty.
- 9.3. 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, fax or e-mail). You may use the Cancellation Form at the following link but it is not obligatory: <https://www.fusion-8.com/downloads/Cancellation-Notice.pdf>
- 9.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.
- 9.5. You may also cancel this contract if there is an unreasonable or delay on our ability to carry out the agreed work or in the installation being carried out, if this has not been caused by you. You would also be entitled to a full refund if that delay has been caused by something outside of our direct control but not caused by you.
- 9.6. After the Cancellation Period has ended, 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 replacement or you may be entitled to request compensation. You can only recourse to these actions if the goods or services are incorrectly described or not fit for purpose. You will not be entitled to seek these remedies if you have simply changed your mind about the goods and services agreed to after the Cancellation Period has ended.
- 9.7. If you are able to cancel this contract outside the Cancellation Period in the circumstances described above, you may have to pay to us reasonable costs for any losses we may have incurred up to the point when the contract is cancelled. We will attempt to keep these costs to a minimum, but if you have paid us a deposit or any advance payments, we may have to retain all or part of these payments as a contribution towards such costs and losses.
- 10. Work begun prior to the expiry of the Cancellation Period**
- 10.1. If you wish for us to begin any installation services before the end of the Cancellation Period, you must send to us a completed waiver form in writing. You can find a copy of the waiver form here which will need to be completed and return to us:
<https://www.fusion-8.com/downloads/Work-Commencing-Prior-to-the-Expiry-of-the-Cancellation-Period.pdf>
For the avoidance of doubt, we must have this form signed before the Cancellation Period expires if you wish for us to begin work with immediate effect.
- 10.2. If you send us a waiver form, and installation works for the goods commence before the expiry of the Cancellation Period, if you subsequently cancel in accordance with your rights, you are advised that



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reasonable payment may be due for any work carried out, including any preparatory or installation works carried out to date, and for any supplies that may have been ordered on your behalf (e.g. third party suppliers such as scaffolding costs) in order to carry out the installation works. If we have begun any installation works, and you inform us you want to cancel, we will remove all goods installed and you must pay us for the costs we have incurred, which shall include any removal costs.

10.3. However, if we have completed any installation services before you confirm you want to cancel the contract, you will lose the right to cancel the contract and it will continue in effect.

11. Effects of cancellation

11.1. If you cancel this contract during the Cancellation Period, subject to the remaining provisions of this paragraph 11, we will reimburse to you all payments received, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

11.2. 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, or for any costs that we have incurred in providing the goods or services up and until installation as noted above in paragraph 10.1.

11.3. We will make the reimbursement without undue delay, and not later than:

11.3.1. 14 days after the day we receive back from you any goods supplied, or

11.3.2. (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

11.3.3. If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

11.4. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

11.5. We will collect the goods at our expense. You will remain liable for:

11.5.1. any diminished value of the goods resulting from the handling other than

what is necessary to establish the nature, characteristics and functioning of the goods; and

11.5.2. any costs and expenses we incur in uninstalling the goods, including all labour costs and any additional equipment expenses required to remove the goods from your premises.

11.6. Any damage caused to the products prior to our uninstallation may also be deducted from any funds due to be returned to you.

12. Related credit and other agreements

12.1. If you decide to cancel your contract for our goods and services, and you separately negotiated finance for the provision of our goods and services, you must also cancel all arrangements with any finance providers.

12.2. If you have taken out a credit agreement and you have exercised your right to cancel your credit agreement (either within the 14 day Cancellation Period as prescribed by that credit agreement, or otherwise), you will remain liable to us for the cost of your goods and any installation services.

13. Our rights under this contract

13.1. If, within fourteen 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.

13.2. We shall also be entitled to terminate the contract if we are unable to complete our installation of your goods and services because of an event or circumstances which could not have reasonably been foreseen by us and which remains unresolved within thirty days of us telling you about it.

14. Installation and Commissioning of the System

14.1. The installation will be carried out strictly in line with the MCS standard relevant to the technology, and to any document referred to within that standard. In addition, we will ensure at all times that we meet all our obligations under the HIES Code of Practice.



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- 14.2. The goods we supply will be of satisfactory quality and fit for the purpose. They will operate as we have described to you.
- 14.3. The goods will be your responsibility from the time we deliver them to you. You do not own the goods until we have received full payment for the goods and services undertaken.
- 14.4. We will have insurances in place which will cover any loss or damage caused by us or our agents.
- 14.5. You will be required to supply to us normal services free of charge; this would include toilet, washing, water facilities and electricity. You should also ensure we have safe and easy access to the installation area, which may include the attic, loft and/or roof of the property. If you are not available on the installation date, or we are not provided access to the property where installation works are to be carried out, and a consequent delay is caused you may be liable for any costs incurred by us for such a delay. We will endeavour to reorganise our installation services, but timings will be subject to availability of our installation team.
- 14.6. Any work to prepare for the installation, carried out by you or a third party that you employ, should be carried out in line with the agreed start date for the installation. If this work has not been completed and a consequent delay is caused 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.
- 14.7. You will be given warranties for both the installation itself and for the installed goods. The warranty for the installed goods will be given to you in writing, and the workmanship warranty for installation is set out below. We will explain both of them to you verbally.
- 14.8. Following the testing and commissioning of the system, within seven days of completion of the installation, we will give you a handover certificate. This certificate confirms that we have met the requirements of the MCS and it details key information about the installation. We will also, at this time, provide to you a Handover Pack containing information about the installed equipment and system performance. A detailed operating manual will be provided to you within 7 days.
- 14.9. Once all monies have been paid in accordance with our Contract, we will register the installation of your goods on the MCS Installation Database (MID) and will provide to you, within 10 working days, the MCS Certificate. This certificate should be retained in your Handover Pack.
- 14.10. We will ensure that any waste is taken away from site following the installation of the goods and products.
- 14.11. We may be required to take photos of the installation works for any necessary accreditations.
- 14.12. Please note that we will determine, at our discretion, the location and positioning of all cabling for the installation of your goods, which will ordinarily be externally routed and clipped cables. However, if custom cable runs are required (including hidden, non external facing cable runs), these need to be specified at the point of order. Additional costs may be incurred and charged to you if we have to change our designs or layout at a later stage, and additional costs will be charged for any custom or bespoke cabling designs.
- 15. Ensuring Safety at Home During Installation Works**
- 15.1. As a company we take responsibility and ensure best practices are put into place to safeguard children and any pets within a consumer's home. We ensure our members of staff will not be alone with children within the home, and during installations, we will ensure to protect the health, safety and wellbeing of any children and pets living at or visiting the premises, including taking action to secure items or equipment that may cause an accident or injury.
- 15.2. We will take every precaution to prevent damage to your home.
- 15.3. We will use adequate sheeting, protective covering and barriers to prevent unnecessary damage to your home. We will look to prevent, as far as is reasonably practicable, the spread of dust or rubble.
- 15.4. We will request householders to remove any precious or valuable items from work areas and will try to plan our work so as to minimise disruption to you.
- 15.5. As a company we will ensure that staff maintain cleanliness and leave the property clean and tidy at the conclusion of any works completed (to a reasonable standard). Please note that we may be required to visit on multiple occasions to either complete our works, or to collect tools, equipment or to remove scaffolding (or similar such activities)



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- and, on reasonable notice, and on each occasion, you will ensure access to the property for us to carry out such works
- 15.6. The best way to protect children or pets is to keep them out of the area where we are working. If work is being done in occupied premises, clear responsibilities for maintaining any applicable scaffolding or fencing and keeping those not involved in the work away need to be agreed with the building occupier.
- 15.7. Many children see construction sites as adventure playgrounds. Even though they may be entering the site when not suitable, they should still be protected from site dangers; many will be too young to appreciate the risks they are running.
- 15.8. The following steps to reduce the chance of children injuring themselves if they do get onto the site. At the end of the working day:
- barrier off or cover over excavations, pits etc.;
 - isolate and immobilise vehicles and plant; if possible lock them in a compound;
 - store building materials (such as pipes, manhole rings, cement bags etc.) so that they cannot topple or roll over;
 - remove access ladders from excavations and scaffolds; and
 - lock away hazardous substances.
- 15.9. Construction work should be suitably signed and fenced off if applicable. This will protect people (especially children) from site dangers and the site from vandalism and theft.
- 16. Registering for Smart Export Guarantee (SEG)**
- 16.1. The [smart export guarantee \(SEG\)](#) is an obligation set by the government for licensed electricity suppliers to offer a tariff and make payment to small-scale low-carbon generators for electricity exported to the National Grid, providing certain criteria are met.
- 16.2. The SEG is an opportunity for anyone who has installed Solar PV up to a capacity of 5MW.
- 16.3. The SEG Licensee is required to put processes in place to pay for the electricity exported by the eligible installation and to report to Ofgem on installations under the SEG arrangements. SEG Licensees determine the rate they will pay, contract length and other terms.
- 16.4. However, whilst wholesale electricity prices can sometimes fall below zero, SEG Licensees must always offer a tariff that remains above zero. SEG payments must be calculated by SEG Licensees using Export Meter Readings.
- 16.5. If your goods are being installed under a G99 certificate (a certificate which may need to be applied for and given by the operator of the local electricity distribution network to which your property is connected to confirm there is network availability for the connection of your goods), in some circumstances your goods may have to be locked off and not used until the local distribution network operator in has received a copy of the commissioning certificates from us. Our customer service team will discuss this with you and manage this prior to us carrying out the necessary installation works if this is applicable to your installation.
- 16.6. Where any consent or certification is required from your local distribution network operator for your goods to be connected to the local distribution network, all such consent and certification must be obtained. In order to do this, we will liaise with the local distribution network operator on your behalf provided that you give us authority. By signing and returning this contract, you expressly give us consent to do this on your behalf. In the unlikely event that the local distribution network operator passes on any costs and/or expenses, we will advise you of these costs as we are made aware of them, but these are not included in our quotation.
- 16.7. You must send your MCS certificate to your chosen licensed electricity supplier in order to receive SEG payments.
- 17. After Sales Support and Maintenance**
- 17.1. If, following installation, the system does not appear to be operating correctly please refer to the operating instructions. We will explain to you, at the handover stage, the safe operation of the system. If you are still in doubt as to any aspect of the systems operation, please contact us.
- 17.2. We will issue to you at handover information as to any maintenance requirements. We can, should you require it, provide servicing and/or maintenance contracts at additional cost. Please contact us for more information.



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18. Workmanship Warranty

- 18.1. We warrant to you that the installation of your goods will be carried out by appropriately qualified and trained personnel. They will use a level of reasonable care and skill as it is reasonable for you to expect. The warranty period for the installation services shall be 2 years from completion of the installation services, unless you have agreed to purchase an extended warranty.
- 18.2. If you make a valid claim about our service in accordance with these terms and conditions, we may arrange for the relevant products to be reinstalled by any of our registered or approved installers, or refund to you the charge for the relevant part of the installation service (or a proportionate part of such charge).
- 18.3. This workmanship warranty will only apply:
- 18.3.1. if the product has been installed by us and has been properly used in accordance with the manufacturer's instructions, our handover pack and has been properly maintained throughout the warranty period. Any wilful damage by you or any third party will not be covered by this warranty;
- 18.3.2. if you have informed us of the alleged defect within the warranty period and within a reasonable period of discovery; and
- 18.3.3. if you ensure that you have not made any additional modifications to the products or connected the products to any unapproved systems without our consent
- 18.4. If you have informed us of an issue with a product or its installation, unless we tell you otherwise, you should stop using the product until we have had chance to investigate and visit your premises to ensure the products are safe to continue to use. You will not be covered by this workmanship warranty if you continue to use your product after you have notified us and before we have investigated the issue.
- 18.5. You will promptly provide all information and support including access to site and services that are reasonably necessary to enable us to evaluate any alleged defect and to perform its obligations under this warranty or this contract.
- 18.6. You will ensure that all premises, plant, power, fuel support services and other inputs that you provide

for the installation and use of the products are reasonable, are fit for purpose and will be properly used and provided.

- 18.7. As signatories to the HIES Consumer Code we are required to ensure that should we cease trading, due to receivership, administration or bankruptcy, that the workmanship warranty that we have in place for your installation will still be honoured. Therefore, when you confirm the order and we have received any requested deposit, we will register your name, address and the total value of the contract, within two working days on the HIES Job Registration System. A leaflet explaining the scheme will be provided to you. If you are not content for us to register your details in this way, please let us know. The insurance provider will send the policy documents direct to you. This policy will be at no additional cost to you.
- 18.8. Any dispute as to whether a defect is covered by this warranty shall be immediately referred at the request of either party to the Home Insulation & Energy Systems (HIES) Contractors Scheme as detailed in Principle 8 and if necessary Principle 10 of The Home Insulation & Energy Systems (HIES) Contractors Scheme.
- 18.9. Where we have installed a system in a property that is sold within the warranty period the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any other third party.

19. Goods Warranty

- 19.1. Please note that our workmanship warranty does not cover defects in any goods, but most products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the products is notified to us by you in accordance with these terms and conditions, we will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the product (or the part in question), or a refund of the price of the product (or a proportionate part of the price). This warranty does not replace or limit your legal rights to bring a claim against us as the retailer of the goods supplied.

20. Charges, Deposits, advance payments and goods purchased with deposits and advance payments



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- 20.1. The costs quoted in the Quotation have been based on us being able to install your system as described without interruption. Should there be circumstances beyond our control which cause an interruption to the installation process we will discuss with you the implications of such a delay.
- 20.2. Should you decide to make any changes to the agreed installation within your Cancellation Period, we will produce another full quotation which takes into account these changes. You will be given a further Cancellation Period to consider this quotation.
- 20.3. If, during the installation process, we come across any situation that we could not reasonably be expected to foresee, for example, remedial electrical or building work, we will discuss with you the implications and costs involved in rectifying the problem. Similarly, if, upon physical inspection of your property, it is determined that goods ordered are unsuitable or technically not possible to install as ordered, then we will inform you of why the installation cannot go ahead as ordered and discuss alternative options including any delay to installation that may be incurred. If installation is not possible because of incorrect or inaccurate information provided by you, we reserve the right to charge for our costs and expenses incurred to date.
- 20.4. Should you request any changes after the installation process has begun that involve additional cost, we will provide you with a quotation based on the daily or hourly rate of our installers. The rate that would apply would be £93.75 per hour or £750 per day.
- 20.5. Any deposits and advance payments that you make to us can only be used to carry out work under this contract.
- 20.6. We are required under the HIES Code of Practice to protect any deposits and advance payments you make to us, up to 25% or to the value of £5000, whichever is the lowest amount, as well as the Workmanship Warranty, with an insurance policy. To comply with this requirement all orders and contracts will be registered on the HIES Job Registration System within 2 working days of the order/contract being signed by the customer. We will also give to you the name and contact details of this insurance company with the quotation. You will be entitled to claim on this policy should we fall into receivership, bankruptcy or administration.
- 20.7. When we purchase goods for use under this contract the legal title to those goods (or the proportion of which you have paid us for) will pass to you on payment. We will either deliver them to you or we will store them for you and mark them as your property. They will be kept separate from other goods. We will ensure that these goods are insured until they are delivered to you. You may make arrangements to inspect the goods or to remove them from our premises if you wish.
- 20.8. If we have requested a deposit, then this deposit will not exceed 25% of the total contract price set out in the quotation. Should you decide to cancel this contract within the Cancellation Period, then this deposit will be returned to you promptly.
- 20.9. If we have requested advance payments in addition to a deposit, the total of all advance payments and deposits will not exceed 60% of the total contract price. We will not request advance payments to be made any more than 3 weeks from the agreed delivery or installation date.
- 20.10. If we have requested a deposit before a full technical assessment of your property has been made, and we are unable to proceed because of something discovered during that technical inspection, then any deposits or advance payments will be returned to you.
- 20.11. If you have applied for finance to fund your purchase, we will set out in the quotation the dates for payment for the goods and services. You will need to consult your credit agreement with your lender to confirm the nature of the repayment profile. If for any reason your finance application or credit agreement is cancelled, whether in the Cancellation Period under the credit agreement, or otherwise by either you or the lender, then you will still be liable to pay us for the installation that has been completed.
- 20.12. The quotation sets out in detail when all payments are due to be paid and the amounts due for each payment. You must ensure that you pay on time.
- 21. Late payment**
- 21.1. You should make the payments agreed on the quotation on the dates 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



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charge you interest until you pay the amount due. The interest rate we will charge will be 3% above the Bank of England base rate. We may also take reasonable action to recover any amounts owed, together with any costs we incur in dealing with an overdue payment.

22. Goods belonging to us

- 22.1. Any goods belonging to us that have been delivered to you should remain clearly identifiable as our property. Until the title to the goods is transferred to you (on payment being received by us for such goods) the goods should be stored in such a way as they are protected from damage. They should be kept 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.
- 22.2. Where products and materials are delivered to, or stored at, the installation site you, the customer, shall not be liable for inspection, storage or handling of those goods. This does not preclude us asking you to check the goods received for any visible damage, and to ensure they are correct.
- 22.3. Should you terminate the contract for any reason, then we will make arrangements with you to collect the goods. 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 make adequate and reasonable arrangements with us to allow the goods to be collected, we retain the right to take legal proceedings to recover the goods or their value. The amount of any reimbursement may be reduced by any reasonable costs we may have incurred.

23. Changes to the planned work

- 23.1. If you decide to make changes to any planned work after you have signed this contract you should contact us without delay. Wherever possible we will do our best to incorporate your changes and if we are not able to do so we will inform you as to why it is not possible for us to do so.
- 23.2. Where we are able to agree to your changes, we will require that you set out, in writing and within fourteen days, confirmation of your request.
- 23.3. You need to be aware that any changes to the original design may mean an adjustment to the cost of the installation. Any adjustment in the cost,

either in addition or subtraction will be dealt with as a variation of contract and we will adjust the price by written agreement with you.

- 23.4. 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 the work is outside our area of competence, we will assist you in finding a suitably qualified contractor to carry out the work. If this unexpected work causes a delay in the installation process, we may need to make reasonable charges for this delay.
- 23.5. 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. You should also, with that notice, state the reasons for withholding payment.
- 23.6. If we intend to cease work, we will give you notice of this in writing.
- 23.7. 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.
- 23.8. Dependent on the circumstances, we may require that the goods are returned to us. If necessary, we will take legal proceedings to recover the goods or/and any outstanding amounts due to us.

24. Our responsibility for loss or damage suffered by you

- 24.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 24.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury



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caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

- 24.3. If we are providing installation services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 24.4. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 24.5. In the unlikely event that your local distribution network operator may need to carry out works to your area or connection, you may be required to disconnect your goods whilst such works are completed. We will not be legally responsible for any losses that you may incur in these circumstances.

25. Electrical Energy Storage System (EESS)

- 25.1. The manufacturers of the goods we supply to you will provide you with end-of-life / recycling arrangements for your electrical energy storage system in accordance with the Waste Electrical and Electronic Equipment (WEEE, 2012/19/EU) and Battery Directive (2006/66/EC). We will supply you with the terms of that arrangement including the terms applying to you should you wish to terminate the arrangement and assume full control of your system. If there are any penalties for early termination, we will state these clearly to you.
- 25.2. If the EESS can be controlled to respond to time of use electricity tariffs we will inform you of this and how this works, whether it be manual or automated, and provide guidance on this.
- 25.3. We will ensure that we maintain the data privacy and security of your home's area network. If the installation comprises of any internet connected

devices, we will ensure any access credentials will only be updated in consultation with you, and relevant components of the EESS shall comply with the technical specification ETSI Technical Specification 103 645 Cyber Security for Consumer Internet of Things.

26. Complaints

- 26.1. We hope you won't have any reason to complain about any aspect of our service. But if you do, please contact us. You may contact us by telephone, letter or e mail. We will acknowledge and attempt to resolve your complaint promptly.
- 26.2. If you have reason to complain about any aspect of our dealings with you, we will supply you with the following information:
- The name and contact details of the person with whom initial and ongoing contact should be made;
 - The timescale for the sending of a written acknowledgement of a complaint;
 - The details of the timescale within which the outcome of an investigation of the complaint will normally be completed.
- 26.3. Where we need to investigate the complaint, we will report to you our progress on any investigation within seven working days. We will advise any complainant at the earliest opportunity if we consider we will be unable to meet our normal timescale for the investigation of complaints, and we will give reasons for the same and will advise the complainant of the new anticipated date of completion of the investigation.
- 26.4. If we are unable resolve your complaint, you may be able to complain to HIES. You can read about this here: <https://www.hiesscheme.org.uk/what-we-do/alternative-dispute-resolution/#how-to-complain-and-who-to-complain-to>

27. Alternative Dispute Resolution (ADR)

- 27.1. **Note:** The HIES ADR process only covers unresolved disputes arising from issues connected to the sale and installation of small scale renewable technologies.
- 27.2. In the event of an unresolvable issue, we can refer our case to the nominated alternative dispute resolution provider through HIES, QA Scheme Support Services LTD and the Dispute Resolution Ombudsman. HIES can be contacted at: Centurion



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House, Leyland Business Park, Centurion Way, Leyland, PR25 3GR, 0344 324 5242 or info@hiesscheme.org.uk.

- 27.3. The parties agree that, in the event of a dispute, we will exclusively attempt to resolve the dispute through using HIES's alternative dispute resolution services. If we are unable to resolve the dispute through mediation, the complaint can be referred by HIES to The Dispute Resolution Ombudsman, who is entirely independent of HIES.
- 27.4. This Contract is subject to the applicable laws of England, Wales, Scotland & Northern Ireland and subject to the agreement of the parties to attempt to resolve a dispute through alternative dispute resolution, the courts of England, Wales, Scotland & Northern Ireland shall have exclusive jurisdiction to hear any dispute arising from this Contract.
- 27.5. If any court, ombudsman or any other competent authority decides that any aspect of any term of this Contract is invalid or unenforceable, that aspect of that term shall be severed from the Contract and shall have no effect on the remainder of the Contract.
- 27.6. We recommend that you read the HIES Code of Practice, it is available at: <https://www.hiesscheme.org.uk/regulation/hiesscheme-rules-code-of-practice/>

28. Data Protection

- 28.1. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy here: <https://www.fusion-8.com/privacy>. We will therefore use the personal information you provide to us in accordance with the such Privacy Policy, the Data Protection Act 2018, General Data Protection Regulations and more specifically to:
- 28.1.1. supply the goods and services to you;
- 28.1.2. process any payments that you make for the goods and services, including if necessary conducting credit reference check;
- 28.1.3. register your installation with any relevant bodies, including your deposit protection and insurance backed guarantee and any competent persons scheme; and
- 28.1.4. address any concerns or complaints that you have about the goods and/or services provided under this contract,

including liaison with HIES and QA Scheme Support Services Limited or The Dispute Resolution Ombudsman where the law requires us to share.

- 28.2. Where you have indicated that you would like to receive further information on offers, products and services, you can change this at any point by contacting us.

29. Other Important Terms

- 29.1. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. We are also entitled to subcontract our work under this contract, but we will remain responsible for ensuring that all subcontracted works are carried out to the standards required by MCS and the HIES Consumer Code.
- 29.2. You need our consent to transfer your rights to someone else, except that you can always transfer our guarantee to a new owner of your property. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant property where the goods were installed. Otherwise, you may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 29.3. No other person shall have any rights to enforce any of its terms, except as explained in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 29.4. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 29.5. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.



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- 29.6. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.