

Terms and conditions

Please read these terms and conditions carefully as they will tell you everything you need to know about the terms and conditions on which we will deal with each other if you have accepted the quotation provided by The Little Green Energy Company Limited ("TLGEC") an MCS certified installer, to install Microgeneration Technologies (meaning solar photovoltaics (PV), battery storage, EV charging or other) at your property.

If you do not understand these terms and conditions, or have any queries, please contact us at the address provided, or by telephone (calls may be recorded for audit and training purposes).

If we arrange credit for you, the lender will conduct a search, using a credit reference agency, for information about you and any other people applying with you. When credit reference agencies receive a search it is recorded on your credit file, whether your application is successful or not.

1. We will carry out the work specified for the amount quoted in writing by a TLGEC representative subject to the following Terms and Conditions. All prices quoted include VAT at the current rate.
2. The quotation is valid from the time of quotation and will expire if not accepted by you in writing within 30 days of that date. All quotations are subject to installation taking place within four (4) calendar months from and including the date the quotation is accepted.
3. If any amendments are required, you must first confirm them in writing and they must be agreed by an authorised representative of TLGEC.
4. The quotation does not include the cost of removing any dangerous waste material, such as asbestos, which could not have been reasonably foreseen when we made the original quotation and which we only become aware of when doing the work. Such work will be at extra cost for which you will be liable. When you have any asbestos removed, a clean air certificate must be provided before we will do any further work at your property.
5. If you are eligible for, and have Microgeneration Technologies installed under, the DECC Low Carbon Buildings Program grant (subject to availability) you must be the owner of the UK property benefiting from the installation, which is used principally by you and/or your family for private residential purposes. You must not have received and will not receive any other funding from the Government in relation to the technology and/or its installation at the property.
6. Our normal business hours are between 0800 and 1700 Monday to Friday. We are only able to carry out installation work during daylight hours. If you want us to work outside these hours, it may be necessary for us to make additional charges, which we will agree with you in advance in writing.
7. We will carry out the service with all reasonable care and skill in accordance with the Consumer Rights Act 2015 and the Supply of Goods and Services Act 1982 and the RECC Scheme Rules and Code of Practice (RECC), we will also provide you with a consumer friendly copy of the RECC Code of Practice.
8. We will ensure your details are registered with HIP who will provide you with details

The Little Green Energy Company Limited
p. 01622 832834 · e. info@tlgec.co.uk · w. www.tlgec.co.uk

of the Deposit Insurance and Insurance Backed Warranty policies, provided through the HIP approved Insurance Broker.

9. The time estimate provided for completing the work is our best estimate and we will make every effort to complete the work on time, however, we cannot be held responsible for delays due to weather or other circumstances beyond our control. In such circumstances we will revise with you the time estimates we originally provided.
10. Work is guaranteed for 24 months from the date that the installation is completed. These guarantees do not affect your statutory rights in relation to the quality and description of goods and services. You can contact your local authority trading standards or Citizen's Advice Bureau if you need more information about your statutory rights.
11. We will take all reasonable care to carry out the work without causing unnecessary damage to your property. While we will make good unnecessary damage directly caused by our negligence, you accept that the installation and related work may cause damage to finishing's, both internally and externally and that certain areas may need redecoration following completion of the installation. Redecoration will be your responsibility and is not included in the quotation.
12. Whilst every effort is taken to assess the current condition of the roof at survey stage, we take no responsibility for existing problems with the roof. i.e. broken tiles, insufficient underlayer. Any problems will be pointed out before the work is commenced and repairs agreed in writing. You will be liable for any extra cost incurred.
13. Any damage that becomes apparent following installation, must be reported immediately, (by letter, email, or telephone) to prevent further damage and in order for us to repair it, if we are liable.
14. We will not be responsible for the cost of repairing pre existing damage to your property that we may discover whilst completing the work.
15. If you do not have an Energy Performance Certificate (EPC) we may instruct an EPC assessor to conduct an assessment and produce the EPC. A second assessment may be required after completion of any recommendations, if your property does not reach the required rating. You may be liable for the cost of the EPC should you decide to end your contract. (The standard cost of an EPC is £90, including VAT).
16. TLGEC cannot be held responsible for the under or over performance of a panel or system as all stated outputs are based on average and collective figures and cannot take into account the year on year changes that occur in weather patterns and solar activity. Further TLGEC cannot be responsible for the under or over performance of a panel or system when supplied to or installed by a third party. All yearly outputs are based on the Governments MCS formula.
17. All equipment other than the PV modules will require internal installation. No Enclosures are allowed for unless specified
18. System components/design specifications may change over the course of the project but system performance shall remain the same.
19. Our calculations in the preparation of quotations are based on the assumption that the contract will be awarded as a whole. In the event of any separately priced sections included in quotations (excluding any provisional sums) being deducted from your order to us, the prices of the remaining sections may need to be adjusted.
20. If planning permission or conservation area consent is required, you should contact your local authority before signing the contract.

21. If you are a tenant you may need your landlord's prior written permission to carry out the work detailed in the quotation. In the absence of your advice to the contrary within 14 days of signing the contract we will assume that you have made enquiries and obtained permissions where required. We shall not have any liability for unauthorised works and you shall indemnify us for any losses howsoever arising that we incur from your failure to obtain such permissions. You may require Planning Permission and/or approval under Building Regulations to carry out the work detailed in the quotation. In the absence of your advice to the contrary we will assume that you have made enquiries and obtained permissions and approvals where required. We shall not have any liability for unauthorised works and you shall indemnify us for any losses howsoever arising that we incur from your failure to obtain such permissions.
22. If you have a Leasehold interest in the property you will need to obtain the Freehold owner(s) prior written permission to carry out the work detailed in the quotation. In the absence of your advice to the contrary within 14 days of signing the contract we will assume that you have made enquiries and obtained such permission(s). We shall not have any liability for unauthorised works and you shall indemnify us for any losses howsoever arising that we incur from your failure to obtain such permission(s).
23. Where we have connected new equipment to your existing system we will not accept responsibility for the cost of repairing or replacing parts of your existing system which subsequently develops faults in that system unless we have been negligent in not realising that such damage may occur or if the way we carried out the work directly caused the fault.
24. We do not accept liability if we cannot fulfill our side of the agreement for reasons which are beyond our control such as fire, accidents, war, adverse weather conditions, industrial disputes, strikes and lockouts which we are not directly involved in.
25. To carry out the work as quickly as possible we may need to use sub-contractors. All sub-contractors are approved by TLGEC and experienced, qualified and accredited to carry out their work.
26. Following installation, we will provide you with all the relevant documents required to operate the goods and register any guarantee, we will also provide the documentation required to claim any subsidy that may be available. The documents will be issued within the timescales set out in the Microgeneration Certification scheme (MCS) guidelines. You can find a copy of these at <http://www.microgenerationcertification.org/mcs-standards/mcs-standards>
27. We will repair or replace any faulty goods in the first year of installation and all materials supplied will be covered by the manufacturer's warranty. We will return and repair any issues arising from the work for a period of 2 years. Accidents, misuse of goods, removal of goods by an unauthorised person or an act of God are not covered under the warranty. This guarantee is backed by an Insurance policy in the event that we are no longer in business, and is underwritten by Enterprise Insurance Company PLC.
28. We will pay you reasonable costs for any losses you incur if we cancel the contract without good reason.
29. We reserve the right to cancel the contract following an unsatisfactory technical survey. If we do so, we will write to you with an explanation and return your deposit less any costs incurred for the survey.

30. If you wish us to commence work during the cooling off period (please refer to your rights to reject below) you must express this in writing. You may follow the consent instructions below.
31. You agree we can conduct survey(s) required before carrying out the work.
32. It is your responsibility to ensure that you provide safe and easy access to your property from the public highway and that there are no obstructions. You must also ensure that there is easy access to the area where the installation is to be carried out, by removing all belongings from the vicinity.
33. On the agreed dates, you must provide access to your property (inside and outside), for transport of equipment, materials and for our installation teams.
34. You agree to provide us with electricity, water, washing and toilet facilities onsite.
35. We will provide you with (or show you how to get) the application forms to claim any subsidy available, such as the Feed in Tariff (FIT), or Renewable Heat Incentive (RHI) but it is your responsibility to claim any such subsidy.
36. **Timetable**
 1. We will discuss the timetable with you before signing the contract.
 2. We will make every effort to complete the work within the estimated timescale; however, we cannot be held responsible for any unforeseen delays due to poor weather conditions or other circumstances beyond our control.
 3. We may adjust the timetable following a discussion with you, for example, if weather conditions prevent us from carrying out the work on a particular day.
37. **Payments**
 1. All payments made by you will be taken in line with the RECC Scheme Rules and Code of Practice. You may be asked to pay a deposit after signing the contract, which will not be more than 25% of the total contract price. If we fall into receivership, administration or bankruptcy, your deposit and advance payment, if any, is protected by the Deposit and Stage Payment Protection Insurance policy, which you will have received (subject to the policy terms and conditions). If you are paying by finance agreement you may not be asked for a deposit.
 2. The remaining balance from you is due on completion of the work or as detailed in the quotation, unless you have signed a credit agreement. You will receive an invoice from us following completion of the installation. You will also receive your Insurance Backed Warranty Certificate from the HIP approved Insurance Broker.
 3. If for any reason your credit agreement is cancelled, subject to the terms of the Consumer Credit Act 1974, the balance of the quoted price becomes immediately payable and you agree to pay the quoted price to us in full.
 4. Goods supplied and delivered by us to you shall remain our property until paid for by you in full. Whilst goods remain our property (we continue to have title over them) we have the absolute authority to retake, sell or otherwise dispose of all or any part of these goods. At any time and without notice we shall also be entitled to enter any

premises in which our goods, or any part of them, are installed or stored or it is reasonably believed to be so. We shall be entitled to seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

38. Additional Charges

1. There are no additional fees for payments made by cash, debit cards or cheques; however, if payments are made by credit card there will be a 2.5% transactional charge. This will be reflected in the invoice.
2. You may be liable for the cost of the EPC should you decide to reject the goods and end your contract. (The standard cost of an EPC is £90, including VAT).
3. We will charge you for the survey if you reject the goods and end your contract after the 14-day cooling off period has expired (the standard cost of a survey is £150, including VAT).
4. If for any reason you cause the work to be delayed, (unless there are mitigating circumstances), we may stop work and charge you for any losses incurred.
5. Any payments not received within 7 days of receiving the invoice are liable to interest. Interest on overdue invoices shall be on a day-to-day basis set at 2.5% above HSBC Bank PLC base lending rate for the time being in force per calendar month.
6. The Annual percentage rate (APR) on credit agreements will be 10.9%.

39. Liability

1. We accept full legal responsibility if our agents or we kill or injure somebody (or cause somebody to be killed or injured) because they or we have been negligent or if we act fraudulently.
2. If you suffer any loss or damage, our responsibility to you will be limited to £1 million for each event that causes you loss or, if there are a number of connected events that cause you loss, our responsibility will be limited to £1 million in total for these events. We will not, under any circumstances, be responsible for:
 - any financial loss or damage, for example loss of profit, income, business, contract or goodwill; or
 - any loss that, when we made this contract with you, we would not reasonably have expected would happen even if we, our employees, subcontractors or agents did not follow these terms and conditions.

40. Entire Agreement and Non-reliance clause

1. Where the Retailer is selling renewable energy products (including but not limited to solar panels, ground source heat pumps, air source heat pumps and battery storage facilities) the Retailer will include the following terms (“Entire Agreement and Non-Reliance Provisions”) in its agreements with customers (“Customer Agreements”):
“(a) The Validation Sheet that has been provided to you separately in respect of your purchase forms part of the agreement between us and together the Validation Sheet and this agreement constitute the entire agreement

("Renewable Energy Contract") between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into this Renewable Energy Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Renewable Energy Contract but this does not affect your rights and our liability in relation to any fraud or fraudulent misrepresentation for which we are responsible.

(c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Renewable Energy Contract."

41. Notice of the Right to Cancel

1. You are entitled to cancel this agreement. If you are contemplating cancellation please call 01622 832 834. If you wish to cancel you **MUST DO SO IN WRITING** and deliver notice personally or send by **RECORDED DELIVERY** or **REGISTERED POST** to The Little Green Energy Company Ltd, Hopsack House, Pattenden Lane, Marden, Kent, TN12 9QJ. Or by email to info@littlegreenenergycompany.co.uk at any time **WITHIN 14 DAYS** from and including the date the quotation is signed as accepted. Notice of cancellation is deemed to have been served as soon as it is posted or sent to us or, in the case of electronic communication, from the date it is sent to us. If you wish to cancel this agreement after the cancellation period we will retain the deposit you have paid to cover the costs we have incurred. If you have signed a Credit Agreement which relates to this agreement your Credit Agreement will automatically be cancelled if this agreement is cancelled.
2. In the event that you exercise your right to cancel this agreement and you have given your written agreement for any installation to take place within the 14-day cooling-off period, you can still cancel up to 24 hours before we are due to start the work. If some or part of the installation has taken place, you will be liable to pay for any services provided and/or products installed up to and including the date of cancellation.
3. TLGEC may cancel the agreement with immediate effect at any time by providing you with written notice. If we cancel the agreement without good reason we will pay you any reasonable costs or losses you incur as a direct result of the cancellation.

42. Entire Agreement

The quotation together with these Terms and Conditions set out the entire agreement between you and TLGEC.

43. Third Party rights

Nobody other than you will be able to benefit from this agreement.

44. Using personal information

1. We may collect personal data about you when you contact us, using our website, social media platforms, telephone or in writing to our postal address.
2. We gather data about the use of our website, or social media platforms, such as which pages are most visited (or of interest) or how many people are visiting or “liking” us on platforms such as Facebook.
3. We may use your personal data to do the following:
 - provide you with information and services that you have asked for;
 - help run and contact you about improving the way we run any accounts, services and products we have provided before, now or in the future;
 - help train our staff;
 - create statistics, test computer systems, analyse customer information, create profiles. Help prevent and detect debt, fraud and loss.
 - provide you with a monthly newsletter and updates. You can unsubscribe from these communications at any time or contact the office.
4. We may also monitor and record any communications we have with you, including phone conversations and emails/written communication, to make sure we are providing a good service and meeting our regulatory and legal responsibilities.
5. When we contact you, we may use any information we hold about you to do so. We therefore may contact you by email, phone, text message, other forms of electronic and written communications or by visiting you.
6. We don't sell your personal data to third parties.
7. We will only share your personal data with organisations relevant to your installation / service being provided to you. Examples of the organisations that we will share your data with are:
 - OLEV (Office for Low Emission Vehicles)
 - EPC companies (Energy Performance Certificates)
 - Scaffolding companies
 - MCS (Microgeneration Certification Scheme)
 - RECC (Renewable Energy Consumer Code)
 - HIP (Home Improvement Protection)
 - ELECSA (Part P Electrical Registrations)
 - Suppliers and subcontractors relevant to your job or for monitoring purposes
8. If you have entered into a contract with us we may choose your installation to be one of our website case studies. We will not disclose your name or exact location.

9. There are circumstances where we may need to disclose your personal data to third parties where we are legally obliged to do so, or in order to apply or enforce our legal rights.
 10. We're a UK-based company, and as such the vast majority of your personal data will be stored in the UK, in a secure physical or electronic form. However, we use third party service providers to provide email capabilities, host our social media presence and support our website. Therefore, we may need to use the services of a supplier outside the European Economic Area. Where this is the case, we will take all reasonable steps to ensure that your data is treated securely and in accordance with our data protection policy.
 11. We keep records for as long as required in accordance with legal requirements. Where your information is no longer required, we will dispose it in a secure manner.
 12. Under data protection legislation, you can request a copy of personal information we hold about you at any time. If you find any inaccuracies, we're obliged to correct that! Please do remember though, that we are under an obligation to keep personal data secure, so please understand if we require reasonable proof of ID.
 13. Please address any requests to: Data Protection, The Little Green Energy Company, Hopsack House, Pattenden Lane, Marden, Kent, TN12 9QJ.
 14. We'll respond as soon as we are able, and in any event within the statutory timescale set, but please do provide as much information as you can about why you think we hold your data so we can locate records quickly.
 15. We reserve the right to charge a fee for this process.
45. Solar PV engineers are MCS certified and are employed to undertake installation of products and servicing and repair work to ensure the safe and efficient operation of Microgeneration Technologies.
 46. TLGEC engineers have a duty of care to give good advice that could involve recommendations to purchase additional products or services from TLGEC in the interest of safety, efficiency or economy. The engineers are paid an annual salary, but can also earn an extra payment linked to a number of factors, including additional products/services purchased by customers.
 47. These terms and conditions may not be varied in any manner except if authorised in writing and signed by a TLGEC authorised representative and you.
 48. **Complaints**
 1. If you have a complaint about our service or any goods or services you purchase from The Little Green Energy Company Limited then please contact us immediately. You will be contacted as soon as

possible and definitely within 72 hours of our hearing from you and aim to provide a resolution within 5 working days. All complaints will be dealt with in a fair and confidential manor.

2. Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0333 241 3209 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

49. **Government law and jurisdiction**

The terms and conditions for all products and services are written in English and all correspondence entered into shall be in English. Your agreement and these Terms and Conditions are governed by the laws of England and Wales.

Notice of Cancellation – Your Right to Reject

Rejection Notice

You have 14 days to reject the goods, starting from the day you sign the contract and ending on the day after the last of the goods are delivered to you. You do not have to give a reason for rejection and ending contract. If you reject the goods after any work has started at your property, and within the notice period, you will be charged for the service up until the point of rejection, but will not be charged for the goods.

To exercise your right to reject and end the contract, you must inform us of your decision by a clear statement, IN WRITING, either by letter or email or you may use the attached Rejection form, but this form is not obligatory.

To meet the cancellation deadline it is sufficient to send communication concerning your right to reject before the notice period has expired.

Our contact details are:

Telephone: 01622 832 834

Email address: info@tlgec.co.uk

Business name/address: The Little Green Energy Company Limited. Hopsack House, Pattenden Lane, Marden, Kent, TN12 9QJ.

Customer's name:

Address:

Effects of Rejection:

The contract will be deemed to have ended on the date that you reject the goods in writing. If you are rejecting by post we would advise you to obtain proof of posting in the form of a dated receipt, (this can be obtained from the post office free of charge).

If you reject the goods before installation, we will reimburse to you all payments received from you, including standard delivery charges, if any.

If you requested in writing that the service commences during the notice period, you will pay us an amount that is proportionate to the services completed up until you inform us of your rejection of the goods. Such proportion will relate to the initial contract.

Any other contracts including warranties, insurance policies and a credit agreement issued by us shall be automatically cancelled.

Any reimbursements by us will be made without undue delay and not later than 14 days after the goods have been collected by us. We will not charge for the collection of goods.

We will make the reimbursement using the same method of payment as you used for the initial transaction, unless you state otherwise.

You will not incur any cancellation fee as a result of reimbursement.

You may be liable for any diminished value of goods resulting from your handling of them. We advise you not to attempt to remove the goods after installation to prevent any damage occurring.

You may use the Rejection form below, but you do not have to

Detach -----

REJECTION FORM

Business name : The Little Green Energy Company Limited

Business address: Hopsack House, Pattenden Lane, Marden, Kent, TN12 9QJ.

Complete, detach and return this form to the above address, only if you wish to end the contract within the 14 day notice period.

To Ross Tucker (TLGEC Contracts Manager)

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) Reject the Goods and wish to end my/our (delete as appropriate) contract.

Contract signed on:(20.....)

Last delivery date of goods received on:(20.....)

Name of customer:

Address of customer:

Customer's reference number:

Customer's signature:

Date:

Consent to carry out work within the notice period

If you wish for the work to be carried out before the end of the notice period, which is 14 days after the last of the goods are delivered, please write to us at the address / email stated below.

Your letter / email should clearly state that you wish for works to commence and that you understand if you later cancel the contract, in accordance with your statutory rights, before the service is completed, that you must pay a sum in proportion to the full cost of the service.

Please ensure that you clearly state your name and address as written on your contract and include any contract or customer reference number, along with a contact telephone number.

Business name : The Little Green Energy Company Limited

Business address: Hopsack House, Pattenden Lane, Marden, Kent, TN12 9QJ.

Complete, detach and return this form to the above address, only if you wish to end the contract within the notice period.

To Ross Tucker (TLGEC Contracts Manager)

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish the works to be started as soon as possible before the end of the notice period.

Name of customer:

Address of customer:

Customer's reference number:

Customer's signature:

Date: