



VSL - Vanguard Services Ltd  
VSL House  
Bawtry Road  
Blyth  
S81 8HJ

Tel: 01302 965325  
Email: info@vsluk.com  
Web: www.vsluk.com

## **VSL – VANGUARD SERVICES LTD - TERMS & CONDITIONS**

These are the Terms, which together with the Order comprise the Contract between You and Us. You should read them carefully. The Contract will commence on the day that it is signed by both parties.

In this Contract We refer to:

**"We, Us, Our / Ours"** means VSL Vanguard Services LTD, company registered/ trading in England. With the Registration number 11406605 whose trading address is VSL House, Bawtry Road, Blyth, Worksop, Nottingham, S81 8HJ

**"Goods"** means the items specified in the Order that We have agreed to supply to You.

**"Quote"** means the document which sets out the proposed Solar Solution to be installed at Your Premises which was sent to You as part of the Quote pack.

**"Deposit"** means the deposit amount set out in Your Quote.

**"Final Balance Payment"** means the amount set out in Your Quote that You must pay Us once the Installation is complete representing the difference between (i) the Price and (ii) the Deposit.

**"Force Majeure Event"** means an event or circumstance out of Our or Your reasonable control which cannot be prevented or avoided such as fire or severe weather conditions and which stops duties under the Contract from being carried out.

**"Installation Plan"** means the plan which We will produce to explain what is going to happen, any health and safety issues that You need to be aware of, advise You about any preparations that You may need to make (such as moving furniture or valuables or clearing space), the arrangements for access to Your property by the installation team, any special instructions to protect Your children or pets and what We will be doing with waste and materials that We need to take away

**"Order"** means the detailed description of the Goods and Services that You require Us to supply to You and any documents referred to therein.

**"Preparatory Work"** means any work that We are contracted to do prior to installation of the Goods.

**"Services"** means the delivery, installation and professional services specified in the Order that We have agreed to provide to You.

**"Upfront Payment"** means the upfront payment amount set out in Your quote.

**"Premises"** means Your domestic premises, the address of which is set out in Your Quote

**"Price"** means the amount set out in Your Quote which You must pay Us for Your Solar Solution and for performing Our obligations under the Contract.

**"Applicable Law(s)"** means all applicable data protection, privacy, and electronic marketing legislation, including (as applicable) the GDPR, UK's Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive)



# VSL – VANGUARD SERVICES LTD - TERMS & CONDITIONS

Regulations 2003, as well as any equivalent laws anywhere in the world, to the extent any such laws apply to Personal Data to be processed hereunder by Client.

**“Convention”** means the Convention for the Protection of Individuals regarding Automatic Processing of Personal Data.

**"GDPR"** means UK General Data Protection Regulation 2016/679 and any subsequent amendments, replacements, or supplements.

**"Personal Data"** means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person, which is processed by Client on behalf of Company pursuant to or in connection with the Client Services.

**“Client Services”** means any services provided by Client to Company, including any storage, software, or platform services, pursuant to an agreement, purchase order, license, or subscription.

**“You, your”** means the person(s) whose details are set out in the Order.

## **Information we are Required to Give You**

1. All prices and breakdown of pricing have been included within the pricing quotation supplied.
2. DATA SUBJECT RIGHTS

Client shall reasonably assist Company in responding to requests to exercise Data Subject rights or Consumer rights (including any complaints regarding the Processing of Personal Data) under Applicable Laws, including, without limitation, applicable Data Protection Laws (Data Subject Request(s)).

Client shall:

- i. Promptly notify Company if it receives a Data Subject Request in respect of Personal Data.
  - ii. Provide full cooperation and assistance in relation to any Data Subject Request.
  - iii. Ensure that it does not respond to Data Subject Requests except on the documented instructions of Company or as strictly required by Applicable Laws to which the Client is subject; and
  - iv. Maintain electronic records of Data Subject Requests (under Applicable Laws).
3. By placing the Order, you give Us permission to go ahead with any Preparatory Work specified in the Order. If You change Your mind and cancel the Contract after commencement of these Preparatory Works, you will be charged a reasonable proportion of the fees shown for them on the Order. You and We can, by agreement confirmed in writing, vary the Goods, Services or Terms of this Contract.

## **Delivery and Installation**

4. We aim to complete the delivery and installation on or about the date We have agreed with You, 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.
5. We will only have a contract with you when you sign a purchase contract, which we accept.
6. We have clearly noted all products, services and special conditions of this agreement when we submitted our quote form, so that we both know what is fully included as part of our contract.
7. If you were to make any changes to the terms of the contract (including changes to price) after it has been signed/agreed, we will agree the changes with you and re submit a quote form before the work is to be carried out. This will not be binding until new purchase contract has been signed by you (customer).
8. All products and goods are the sole property of VSL – Vanguard Services Ltd until full payment is received.



# VSL – VANGUARD SERVICES LTD - TERMS & CONDITIONS

9. Before we install the products/goods, we will check with you (customer) we are fitting as agreed.
10. The only purpose of this is for the site engineer to relay the works back to you (customer) as job sheet specifics state.
11. After signing the purchase contract, you will have up to a 7-day window to cancel any works due to be undertaken, we will send you a cancellation form to be filled out in full, send it back before the 7 days and the job will be cancelled without repercussion.
12. We will contact you when the products/goods are ready for installation and agree an installation date. We will do our best to keep this date. Sometimes there may be a delay for reasons beyond our control for which we cannot be held responsible. If there is any type of delay, we will complete the work as soon as possible.
13. If we cannot install the products on the date we have agreed, we will contact you and will do our very best to offer you the next earliest convenient date.
14. We will use reasonable care and good working practices when carrying out the installation. If we damage your property during the installation, we will repair the damage but not redecorate or refit carpets.
15. We will pass details of your installation to an appropriate organization which will then send you a certificate confirming we have kept to our legal regulations. This normally takes 28 days.
16. We will guarantee to repair or replace all faulty products within the 12 months of fitting them under the manufacturer's guarantee. The guarantee will no longer apply if:
  - I. Any person who we have not authorised to carry out any works or alterations on the products.
  - II. The product has been damaged by accident or misuse.
  - III. Or you did not pay for or have the product fitted by us.
17. Each of you and us shall indemnify and keep indemnified the other in full from and against all claims, proceedings, actions, damages, costs, fines, expenses and any other liabilities which may arise out of, or in consequence of the indemnifying party's breach of the data protection laws or the performance or non-performance by its sub-processor(s) and personnel of its obligations in connection with these terms in relation to the data protection laws, including loss of or damage to property, financial loss arising from any breach of the data protection laws or any other loss which is caused directly or indirectly by any act or omission arising from any breach of the data protection laws.

## **Payment**

18. The full Price is shown clearly on the Order. We may amend the Price, by agreement with You, following a survey or any other additional matters that arise while delivering the Services.
19. Payment Terms are Thirty (30) days from Date of Invoice, mutually agreed terms **OR** milestone payments.
20. The price of the products (excluding VAT) is the price set out on our quotation forms.
21. If for any unforeseen reason, we (provider) must cancel the contract you (customer) will receive any monies already paid back in full.
22. If for any reason the job is cancelled in the 7-day cancellation period, we (provider) will expect payment in full.
23. The non-payment of any payments due by the relevant due date, may incur additional charges. We may levy interest at a rate of up to 8% above the base rate of Bank of England. Any interest due will be calculated and added to Your bill and accrue from the date on which payment was due to the date of payment whether before or after any judgment. We may also add any legal, debt recovery or processing fees to the amount due.



# VSL – VANGUARD SERVICES LTD - TERMS & CONDITIONS

## Using Your Personal Information

24. Our Data Protection Agreement [DPA - September 2021] forms part of these Terms and conditions. Client should complete with their details and return to us.
25. We will use the personal information You provide to Us in accordance with the Data Protection Act 2018, General Data Protection Regulations and more specifically to:
  - a) Supply the Goods and Services to You
  - b) Process any payments that You make for the Goods and Services, including if necessary, conducting credit reference check.
  - c) Register Your installation with any relevant bodies, including Your deposit protection and insurance backed guarantee and any competent person's scheme.
  - d) Address any concerns or complaints that You have about the Goods and Services, including liaison with HIES and QA Scheme Support Services Limited or The Dispute Resolution Ombudsman where the law requires Us to share.
26. On the Order, we have asked You to indicate whether You will allow Us to send You information about Our future Products and Services. We will use Your information in accordance with Your wishes and You may notify Us of any changes to those wishes (See Contact Us).

## Contact Us

27. If for any reason after reading this you don't understand your rights and obligations under the contract, you should contact our office by calling the number on our purchase contract.

VSL Vanguard Services Ltd,  
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Blyth,  
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