



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

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

VSL – RENEWABLES - 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

"HIES" means the Home Insulation and Energy Systems Quality Assured Contractors Scheme (a division of the Integrity Foundation (reg. no. 07972075) and which has prepared the Model Contract which forms the basis of these Terms.

"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.

"Cooling off period" means the 14-day period after signing your proposal in which you can cancel your contract at no cost to you. We will not book an installation or order any equipment for you within this period, unless you choose to tell us to proceed by completing and sending us the Waiver Form.

"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

"G99 certificate" means the certificate which may need to be applied for and given by the operator of the local electricity distribution network to which Your Premises are connected to confirm there is network availability for the connection of Your Solar Solution.

"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.



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"**Solar Inverter**" is the electrical equipment which changes direct current (DC) produced by the solar panels into alternating current (AC), making it suitable for use with home appliances and the electricity network.

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

"**Waiver Form**" means a form which We will send You on request that You must complete to waive the cooling off period for the Contract.

"**MCS**" means the Microgeneration Certification Scheme, accredited under EN45011, and a recognised quality assurance scheme to certify microgeneration products and installers used to produce electricity and heat from renewable sources.

"**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) 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



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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.

Changing Your Mind

4. If we are making the Goods to Your specific measurements in advance delivery, your rights to cancel last for 7 days from the date of Your contract. Otherwise, your rights to cancel as a consumer last for 14 days after the last of Your Goods are delivered. You can find out more information about Your rights to change Your mind at www.hiesscheme.org.uk. To change Your mind and cancel Your contract You should tell us as quickly as possible and confirm this in writing. We have supplied a tear off slip below which You can use, but You do not need to. You can notify us by any means (see Contact Us).

Delivery and Installation

5. 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. **If your system is over 4kW, we will arrange the necessary DNO application. This can take up to 16 weeks to complete and is a legal requirement prior to your installation taking place.** A Letter Of Authority will need to be signed by you, for us to act on your behalf. This will be a separate document to the proposal.
6. We will prepare for You an Installation Plan. You will be asked to sign a copy of Your Installation Plan, and this will be giving Your consent for Us to proceed with the delivery and installation of the Goods.
7. NOTE: The scaffold provided by VSL is a working platform and therefore should not be used by any unauthorised persons – including the homeowner, unless a separate disclaimer has been signed.

Payment Terms

8. 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.
9. You will pay for the Goods and Services as follows:
 - a) You will pay us 10% deposit to progress your order. This can be paid by Visa or Mastercard. On receipt of the Order Confirmation Note: VSL Vanguard Services LTD will not cover deposits or advance payments in excess of 25% of the contract value or more than £5,000. We will book in a follow up technical survey. This is more in depth and will examine any wire run issues and load constraints on your roof. Note that should your survey fail, you will be entitled to a full refund at this point.
 - b) Once the Goods have been manufactured and have been assigned to your install, we will call to arrange the installation date at which point You will pay Us a further staged payment of 40%.
 - c) The 50% remaining balance is expected on the day of completion. You will be sent an invoice prior to the installation date, which will contain a payment link. We expect payment to be received prior to the installers leaving the property.
 - d) In the event VSL Vanguard Services Ltd are unable to supply any equipment or products on the day of install, for example a battery, VSL Vanguard Services Ltd will still carry out the installation of all other products and equipment and reserve and arrange the return. This will be discussed with you the customer and payment of the installation will still be required less the amount of any equipment that was installed on the day.
 - e) We accept payment by bank transfer, debit or credit card , We do not accept American Express.
9. 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.



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10. If you wish us to start work before the Cancellation Period expires, you should sign and confirm the agreement. This is called a **Notice of Rights to Cancel - Work Commencing prior to the expiry of the cancellation period**. You need to be aware that if you decide to cancel within fourteen days, reasonable payment may be due for any work already carried out prior to cancellation. I understand that if I decide to cancel within fourteen days, I may be asked to pay reasonable costs for any work that has been carried out prior to my cancellation.

Defective Goods or Service

11. If You have a concern or complaint about the Goods or Service, please let Us know as soon as possible (See Contact Us). Your rights as a consumer are set out in legislation and You can find out more about them at www.hiesscheme.org.uk.
- a) If You do identify a fault or problem with the Goods, please contact us. We will investigate the fault, which may include coming back to Your property if necessary. You agree to cooperate with Us to enable Us access to Your property.

Dispute Resolution

12. In the event of an unresolvable issue, you can refer Your case to Our nominated alternative dispute resolution provider through HIES, and the Dispute Resolution Ombudsman, HIES Can be contacted at:

Centurion House, Leyland Business Park, Centurion Way, Leyland, PR25 3GR
T: 0344 324 5242
E: info@hiesscheme.org.uk
www.hiesscheme.org.uk

13. This Contract is subject to the applicable laws of England, Wales, Scotland and Northern Ireland and save that the parties agree that, in the event of a dispute, we will exclusively attempt to resolve the dispute through HIES's alternative dispute resolution services, the courts of England and Wales shall have exclusive jurisdiction to hear any dispute arising from this Contract.

Using Your Personal Information

14. Our Data Protection Agreement [DPA - September 2021] forms part of these Terms and conditions. Client should complete with their details and return to us.
15. 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.
16. 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



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17. If You need to write to Us, you may do so at:

VSL Renewables, VSL House, Bawtry road, Blyth, Worksop, S81 8HJ
Renewables@vsluk.com

18. If You change Your mind and decide to cancel Your contract, you may do so by contacting us or sending us this form:

NAME:

19. If You need to call us, you may do so by calling: 01302-965302

Signature:

I/We (delete as appropriate) hereby give notice that I/we wish to cancel my/our contract dated:

SIGNED:

DATE:

